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**GUILFORD COUNTY, NC**

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

Prepared by and Mail to: Margaret M. Chase, Higgins Benjamin, PLLC  
301 N. Elm Street, Suite 800, Greensboro, NC 27401

NORTH CAROLINA

GUILFORD COUNTY

AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR JORDAN'S  
WATCH AT JAMESTOWN

**THIS AMENDMENT RESTRICTS OWNERS'  
ABILITY TO RENT AND LEASE PROPERTY WITHIN THE  
JORDAN'S WATCH AT JAMESTOWN SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR JORDAN'S WATCH AT JAMESTOWN  
(the "Declaration") is made this the 22<sup>nd</sup> day of NOVEMBER, 2019, by  
Jordan's Watch at Jamestown HOA, Inc. hereinafter referred to as the "Association."

**WITNESSETH THAT**

WHEREAS, by the following instrument recorded in the Guilford County  
Registry, the Declarants, Thomas P. Baker, Jr, Pamela Baker, Wolfe Construction, Inc.,  
Kelly M. Smith, Jeffrey K. Poteat, Ronald M. Coiner, and Sherlon H. Coiner subjected  
Jordan's Watch at Jamestown HOA, Inc. to the following Declaration of Covenants,  
Conditions and Restrictions:

- a) Book 6148, Page 933 on August 9, 2004; and
- b) Book 6171, Page 2624 on September 17, 2004.

WHEREAS, the Declaration applies to and runs with the land described in the  
Plat Book and Page of the Guilford County Register of Deeds, including the following:

- a) Plat Book 151, Page 120.

WHEREAS, Article X, Section 3 of the Declaration provides as follows:

“this Declaration may be amended during the first twenty (20) year period by a vote of not less than ninety percent (90%) of the Lot Owners.”

WHEREAS, the required vote and written consent has been obtained to amend the Declaration. The Officers of the Association executing this Amendment have certified that the requisite Owner approval has been obtained; said Certification can be found attached hereto as Exhibit A.

NOW THEREFORE, the Declaration shall be amended as follows:

Article IV, Covenant for Maintenance and Assessments, Section 5, Notice and Quorum for Any Action Authorized under Section 3 and 4(a), shall be deleted in its entirety and replaced with the following:

**SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER THIS DECLARATION OR THE BYLAWS.** Written notice of any meeting called for any purpose authorized under this Declaration or the Bylaws shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of Members or of proxies entitled to cast fifty percent (50%) 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 such 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 sixty (60) days following the preceding meeting.

Article VII, Architectural Control, shall be deleted in its entirety and replaced with the following:

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL AND RESTRICTIONS**

**SECTION 1. ARCHITECTURAL CONTROL OVERSIGHT.** The Association's Board of Directors shall serve as the governing body to regulate the external design, appearance and use and location of additions to the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship within the Property among structures and natural vegetation and topography oversee architectural controls and community standards are maintained and adhered to.

**SECTION 2. IMPROVEMENTS.** No improvements, alterations, repairs, excavations or changes in grade, water runoff, landscaping or other work which in any way alters the exterior of any Lot or the improvements located thereon from its

natural or improved state shall be made or done without the prior written approval of the Association's Board of Directors except as allowed in Section 22 herein. No building, fence, wall, other temporary or permanent structure or exterior change shall be commenced, erected, improved, altered, removed, or made without the prior written approval of the Association's Board of Directors.

### **SECTION 3. PROCEDURES.**

- a) Any person desiring to make any improvement, alteration, or change described in Section 2 above shall submit the plans and specifications therefor, showing the nature, kind, color, shape, height, materials, and location of the same, to the Association's Board of Directors. The Association's Board of Directors shall evaluate such plans and specifications in light of the purpose of this Article as set forth in Section 1 above. In the event the Association's Board of Directors fails to approve, modify or disapprove in writing the plans and specifications within forty-five (45) days after accurate plans and specifications have been submitted to it, approval will not be required and this Article is deemed to have been fully complied with.
- b) The submitted plans and specifications shall include the following, if applicable:
  - i. A site plan showing all existing and proposed buildings and structures including decks and patios, all easements, setbacks as shown on the recorded plat of the property;
  - ii. A sample of the type of material and/or colors to be used;
  - iii. A foundation plan;
  - iv. An erosion control plan;
  - v. A clearing and grading plan;
  - vi. A swimming pool and/or tennis court plan;
  - vii. A floor plan and elevation drawing of all sides including the elevation above sea level to the top of the foundation;
  - viii. A statement of exterior finishes and colors; and
  - ix. A landscape plan including any change in lot drainage and the location of silt fences.
- c) Upon approval by the Association's Board of Directors of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications as approved, shall be deposited for permanent record with the Association and a copy of such plan and specific action bearing such approval, in writing, shall be returned to the applicant submitting the same.
- d) The Association nor any member of the Board of Directors of the Association shall be responsible or liable in any way for any defects in any plans or specifications approved by them, nor for any structural defects in any work performed in connection with such plans and

specifications. Further, the Association nor any member of the Association's Board of Directors shall be liable for damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance, or nonfeasance arising out of or in connection with the approval or failure to approve or disapprove any such plans or specification or the exercise of any other power or right provided for in the Declaration. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, and every Lot Owner agrees that he/she will not bring action or suit against the Association or any member of the Board of Directors to recover any such damages.

**SECTION 4. LAND USE AND BUILDING TYPE.** The Lot shall be used for residential purposes only, and no structure shall be erected or allowed to remain on any Lot except one (1) detached single-family dwelling not exceeding two (2) stories and an attic (finished or unfinished) in height, a basement (finished or unfinished), an attached garage, porches, patios, and decks. Vinyl and aluminum siding is not permitted. The property shall not be used for business, manufacturing, or commercial purposes.

**SECTION 5. LOTS AND LOT SET BACKS.** A Lot shall not be subdivided, nor shall any dwelling be erected or allowed to remain on any Lot unless set back at least forty-five feet (45') in the front; twelve feet (12') on the sides and thirty-five feet (35') in the rear as shown on the recorded Plat.

**SECTION 6. BUILDING REQUIREMENTS.** No dwelling shall be erected or allowed to remain on the property if the main structure, exclusive of one-story open porches, garages, basements, decks, and stoops is less than two thousand three hundred (2,300) heated square feet of floor area for a one (1) story dwelling; one thousand eight hundred (1,800) heated square feet of floor area on the first floor for a one and one-half (1 ½) story dwelling; and one thousand four hundred (1,400) heated square feet of floor area on the first floor for a two (2) story dwelling; provided, further, that one and one-half (1 ½) and two (2) story dwellings must also contain a total of at least two thousand five hundred (2,500) total square feet of heated floor area.

**SECTION 7. STRUCTURES AND ACCESSORY BUILDINGS.** Only one accessory building is allowed per Lot. No opened, exposed foundations are allowed. A comprehensive landscape plan to obscure the foundation may be submitted to the Association's Board of Directors. Otherwise, the foundation must be solid brick, stucco, or poured concrete block.

**SECTION 8. DECKS, PORCHES, PATIOS AND GAZEBOS.** All decks, porches, patios and gazebos must match or compliment the home on the Lot, including roofing (where applicable), siding, and trim. The deck, porch, patio and gazebo must be constructed with appropriate hardware and consist of weather

resistant materials approved for exterior construction such as treated lumber, siding, brick, stone, concrete, etc. Vinyl and aluminum siding is not permitted.

#### **SECTION 9. FENCES AND RETAINING WALLS.**

- a) Black aluminum or rod iron fencing is preferred.
- b) All fencing must be attached to the home and restricted to enclosing the rear yard or a portion thereof. No fencing is allowed in the front yard.
- c) Fencing shall be no more than six (6) feet in height and decorative tops may extend up to six (6) inches above the top of the fence.
- d) Wood fencing may be left natural or stained. If stained or painted, the fencing must be a subtle color that matches or compliments the home on the Lot.
- e) Chain link and split rail fencing is prohibited.
- f) Fencing on adjoining Lots must have similar design, construction and common fence sections along property lines.
- g) Wood fencing must be maintained and pressure washed at the Association's discretion.
- h) The exposed portion of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone.

**SECTION 10. DRIVEWAY EXPANSIONS.** Driveway expansions must be constructed of same material as the existing driveway (concrete or concrete materials commonly sold at building supply centers for driveway construction). The existing driveway entrance at the curb must remain the same width. Widening of the driveway must be at least one expansion joint from the curb and gradually curve or slant out to the approved new width.

**SECTION 11. GARBAGE AND GARBAGE BINS.** All garbage and recycling bins shall be stored in the garage or screened from view of adjoining Lots, streets and alleys. Garbage and recycling should be put on the curb no earlier than 5:00 PM the day prior to pick up and removed from the curb no later than 7:00 PM on pickup day.

**SECTION 12. MAILBOXES.** Board of Directors will, at its discretion, deem it necessary when a mailbox needs to be replaced. The homeowner will have ninety (90) days to replace the mailbox. The mailbox must be replaced with a mailbox similar in style and height as the existing mailbox. No decals or stick on letters are allowed on a mailbox. The maintenance of the mailbox is the responsibility of the homeowner. Upon the failure of a homeowner to so maintain his or her mailbox, the Association shall be authorized to maintain, repair or replace such mailbox and the cost thereof shall be charged as an assessment to such homeowner.

**SECTION 13. PETS AND ANIMALS.** No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other common household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes and further provided that they are kept and maintained in compliance with all laws and ordinances of the Town of Jamestown.

**SECTION 14. DOGHOUSES AND DOG RUNS.** Doghouses must match or compliment the home on the Lot, including roof and trim. The roof of a dog house, at its highest point, must not exceed four and one half (4 1/2) feet in height. Doghouses must be painted or stained to compliment or match the home on the Lot or blend with surrounding landscaping. Dog runs have the same requirement and restrictions as fences found in Section 9 herein.

**SECTION 15. SALE OF PERSONAL PROPERTY ON A LOT.** Homeowners are not permitted to advertise any personal property for sale by placing such items on their Lot, including but not limited to appliances, grills, and vehicles.

**SECTION 16. PROHIBITED PARKING.** No boats, buses, trailers, motor homes, campers, recreational, or commercial vehicles shall be stored on a Lot except within enclosed garages. Licensed and registered automobiles, boats, buses, trailers, motor homes, campers, recreational, or commercial vehicles may be parked in the street for no more than seventy two (72) consecutive hours. Passenger automobiles may be parked in driveways, if a) they are licensed and registered and/or b) the number of vehicles owned by the homeowner exceeds the capacity of the garage.

**SECTION 17. NUISANCE.** No noxious, offensive, or illegal activities shall be conducted upon any property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

**SECTION 18. RECREATIONAL STRUCTURES.** Recreational structures include, but are not limited to, basketball goals, trampolines, swimming pools, hot tubs, and tennis courts.

- a) **Basketball Systems.** Basketball systems, including basketball goals and hoops, do not need architectural approval from the Association's

**Board of Directors prior to installation. Basketball goals must be installed in an area located at the rear of the driveway to be least visible from the street. The basketball backboard must be constructed of a high durability plastic composite or Plexiglas and must contain no graffiti. Every component of the basketball system must be maintained in good condition and repair. The basketball system may be permanent or temporary/portable. A basketball backboard shall not be attached to any portion of the home or other structure on the Lot. No portable basketball systems shall be left in the street when not in use.**

- b) Trampolines. Trampolines do not need architectural approval from the Association's Board of Directors prior to installation. Trampolines must be placed on a Lot so as not to be visible from the street or alley. Every component of the trampoline must be maintained in good condition and repair. Landscaping must be installed to screen the trampoline as much as possible from view from adjoining Lots, such landscaping to be in character with the existing landscaping and the natural setting of the home. The plans and specifications for landscaping shall be submitted to the Association's Board of Directors for architectural approval pursuant to Section 3 herein. The Association does not endorse the use of trampolines or pass on their safety. Any trampoline owner agrees to indemnify and hold harmless the Association from any and all claims, damages, costs or expenses arising from or relating in any way to the use of the trampoline or its location.**
- c) Swimming Pools, Hot Tubs, Tennis Courts and other recreational structures. The plans and specifications for all recreational structures (with the exception of trampolines and basketball goals) must be presented to the Association's Board of Directors for architectural approval pursuant to Section 3 herein. Above ground swimming pools are not permitted.**

**SECTION 19. POLES. No free-standing flag poles may be erected in the front yard of a Lot. Any free-standing lamp post may not exceed eight (8) feet in height.**

**SECTION 20. OVER-THE-AIR RECEPTION DEVICES. Although prior approval from the Association's Board of Directors is not required, notice of the installation of a satellite dish must be submitted to Board of Directors at the time of installation or immediately after installation.**

- a) The following antennas are allowed in the community:**

- i. **Standard dish antennas one meter (39.37 inches) or less in diameter and designed to receive direct broadcast satellite service, including direct-to-home satellite service or to receive or transmit fixed wireless signals via satellite;**
  - ii. **An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and**
  - iii. **An antenna that is designed to receive local television broadcast signals.**
- b) **Allowed antennas may be mounted on “masts” to reach the height needed to receive or transmit an acceptable quality signal. If at all possible, the antenna should be placed on the rear of the main roof of the home or in a portion of the rear yard not visible from the street or alley. Homeowners should make every effort to avoid placing the antennas on the ground unless absolutely necessary to obtain the best signal. Installers should be directed to determine the best location within the above guidelines, without regard to the most convenient location for the installation company.**
- c) **These provisions shall not be interpreted or enforced in a manner that would violate applicable federal regulations by**
  - i. **Unreasonably delaying or preventing installation, maintenance or use of a permissible dish or antenna within a home;**
  - ii. **Unreasonably increasing the cost of installation, maintenance or use of a permissible dish or antenna; or**
  - iii. **Precluding a permissible dish or antenna’s reception of an acceptable quality signal.**
- d) **If homeowners have questions about the proper location of an antenna, the Association’s Board of Directors should be contacted for guidance before the antenna is installed. Homeowners are responsible for any maintenance associated with the antenna and removal of same.**

**SECTION 21. SIGNS.** No sign shall be placed or allowed to remain on any Lot except for one (1) “For Sale” sign, or one (1) other temporary sign to advertise the name of a contractor performing services at the time of such display, political



signs during the forty five (45) day period prior to an election, a yard sale or other temporary activity on the Lot, and such yard sale or other temporary sign shall not be permitted to remain on any Lot for more than seventy-two (72) consecutive hours. Political signs must be removed from the Lot within two (2) days of following the election. No sign deemed by the Association to be a nuisance or a detriment to the Property shall be permitted or allowed to remain on any Lot within the Property. No sign shall be greater than six (6) square feet in surface area.

**SECTION 22. MINOR LANDSCAPING CHANGES.** Minor landscape improvements, plantings and maintenance do not require architectural approval. A landscaping improvement, planting and maintenance is deemed minor if the changes do not materially change the existing landscaping plan or scheme. By way of illustration and not of limitation, in order to qualify as a minor landscaping change, the change shall not change the existing ground elevation and water run-off or materially affect surface ground of the surrounding Lots.

**SECTION 23. LEASES OF LOTS AND LIMITATION ON RENTAL PROPERTY.** All Lots being rented and leased must be registered with the Board of Directors of the Association providing the name and address of the homeowners of the Lot, the names of all tenants leasing the Lot, the starting date and ending date of the lease term in addition to any other requirements for leased property found herein.

Any Lease Agreement between an Owner and a lessee for the lease of such homeowner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease.

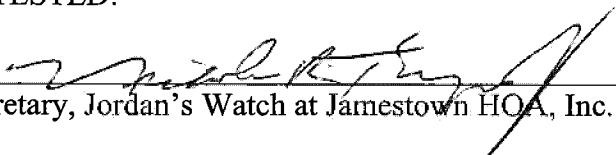
All leases of Lots shall be in writing and shall have a term of at least twelve (12) months with the exception of leases for individuals attending the International Home Furnishings Market in High Point, North Carolina in the fall and spring of each year.

This the 22<sup>nd</sup> day of November 2019.

Jordan's Watch at Jamestown HOA, Inc.

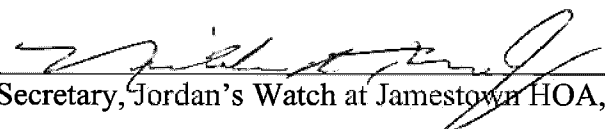
By: Joseph L. Thibault  
President, Jordan's Watch at Jamestown HOA, Inc.

ATTESTED:

  
Secretary, Jordan's Watch at Jamestown HOA, Inc.

I, NICHOLAS R. THOMPSON, Secretary of Jordan's Watch at Jamestown HOA, Inc., certify that JOSEPH METZGER personally came before me this day and acknowledged that s/he is the President of Jordan's Watch at Jamestown HOA, Inc., a corporation, and that s/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand this the 22 day of NOVEMBER 2019.

  
Secretary, Jordan's Watch at Jamestown HOA, Inc.

NORTH CAROLINA  
Guilford COUNTY

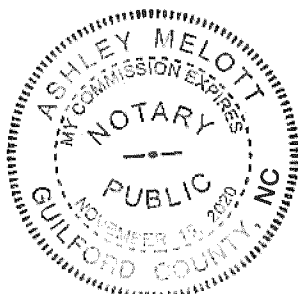
I, the undersigned Notary Public, do hereby certify that Joseph Metzger personally appeared before me this day and acknowledged that s/he is the President of Jordan's Watch at Jamestown HOA, Inc., and that s/he has executed the foregoing instrument as its President.

WITNESS my hand and seal this the 22 day of NOVEMBER 2019.

My commission expires: 11/15/2020

  
Notary Public

Ashley Melott  
Printed Name



NORTH CAROLINA  
Guilford COUNTY

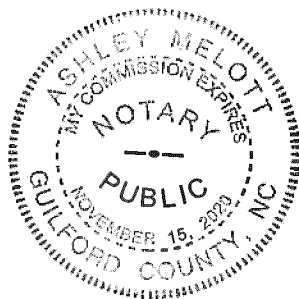
I, the undersigned Notary Public, do hereby certify that Nicholas Thompson personally appeared before me this day and acknowledged that s/he is the Secretary of Jordan's Watch at Jamestown HOA, Inc., and that s/he has executed the foregoing instrument as its Secretary.

WITNESS my hand and seal this the 22 day of November 2019.

Ashley Melott  
Notary Public

My commission expires: 11/15/2020

Ashley Melott  
Printed Name

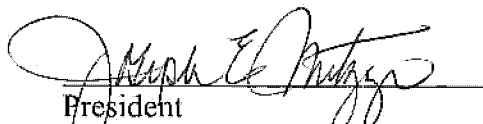


**EXHIBIT A****CERTIFICATION OF VALIDITY OF THE AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR JORDAN'S WATCH AT JAMESTOWN**

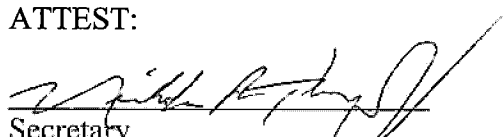
By authority of its Board of Directors, Jordan's Watch at Jamestown HOA, Inc. hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of 91.7 percent of the votes of the Members of the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Jordan's Watch at Jamestown. The written acknowledgements have been made part of the Minute Book of the Association.

This the 22<sup>nd</sup> day of November, 2019.

JORDAN'S WATCH AT JAMESTOWN HOA, INC.

  
President

ATTEST:

  
Secretary