

RECORDED - 876439  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 6148  
PAGE(S): 0933 TO 0946  
08/09/2004 10:11:26

09/17/2004 GUILFORD CO. NC  
1 MISC DOCUMENTS 889081 \$12.00  
16 MISC DOC ADDN PGS \$48.00  
1 PROBATE FEE \$2.00

RECORDED - 889081  
KATHERINE LEE PAYNE  
REGISTER OF DEEDS  
GUILFORD COUNTY, NC  
BOOK: 6171  
PAGE(S): 2624 TO 2641  
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08/09/2004 GUILFORD CO. NC  
1 MISC DOCUMENTS 876439 \$12.00  
12 MISC DOC ADDN PGS \$36.00  
1 PROBATE FEE \$2.00

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

JORDAN'S WATCH AT JAMESTOWN

BEING RE-RECORDED TO INCLUDE ADDITIONAL DECLARANTS, AS NOW INDICATED HEREIN.  
NORTH CAROLINA *plus Sidney Fouot Thomas P. Baker, Jr.*

GUILFORD COUNTY

THIS DECLARATION, made on the date hereinafter set forth by THOMAS P. BAKER, JR. and wife, PAMELA BAKER, of Guilford County, North Carolina, WOLFE CONSTRUCTION, INC. d/b/a WOLFE HOMES, A N.C. CORPORATION, KELLY M. SMITH AND JEFFREY K. POTEAT, OF GUILFORD CO., N.C., RONALD M. COINER AND WIFE, SHERLON H. COINER, GUILFORD CO., HEREINAFTER REFERRED TO COLLECTIVELY AS "DECLARANT."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Guilford County, North Carolina, which is more particularly described as:

All of that certain parcel of land (the "Property") shown on the plats entitled "Final Plat of Jordan's Watch at Jamestown," which appears of record in the Office of the Register of Deeds of Guilford County, North Carolina, in Plat Book 151, Page 120 (the "Plat"); and

WHEREAS, Declarant desires to impose upon the Property conditions, easements, covenants and agreements under a general plan or scheme of improvement for the benefit of the

Prepared by:  
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Greensboro, NC 27420

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Property and the future owners thereof and to create thereon a Planned Community, as defined in the North Carolina Planned Community Act;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

SECTION 1. "Association" shall mean and refer to Jordan's Watch at Jamestown HOA, Inc., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Property" shall mean and refer to that certain real property hereinabove described (excluding Lot 13 shown on the Plat), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Elements" shall mean all real property and interests in real property (including easements and open spaces) owned by the Association for the common use and enjoyment of the Owners. There are no Common Elements at the time of the conveyance of the first Lot.

SECTION 5. "Dwelling" shall mean and refer to any single-family residence constructed on a Lot in the Property.

SECTION 6. "Member" shall mean and refer to every person or entity who holds membership with voting rights in the Association.

SECTION 7. "Declarant" shall mean and refer to Thomas P. Baker, Jr. and wife, Pamela Baker, their heirs, successors and assigns, if such heirs, successors or assigns (i) should acquire more than one undeveloped Lot from Declarant for the purpose of development; and (ii) are designated as a Declarant in a recorded instrument of transfer executed by Declarant and by such transferee.

SECTION 8. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property, which is designated for separate ownership or occupancy by a Lot Owner, with the exception of (i) Common Elements and (ii) the parcel of land designated Lot 13 on the Plat.

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SECTION 9. "Allocated Interest" shall mean and refer to a Lot's allocation of Common Expense liability and vote in the Association. Except as noted in Section 2 of Article III, a Lot shall have the same Allocated Interest as every other Lot in the Property.

SECTION 10. "Common Expenses" shall mean and refer to expenditures made by or financial liabilities of the Association.

## ARTICLE II

### PROPERTY RIGHTS

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#### SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT.

Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Elements;

(b) the right of the Association to suspend the voting rights and the right to the use of any recreational facilities and the Common Elements (provided, however, that no Owner shall be denied access to such Owner's Lot) by an Owner for any period during which any assessment, fine or other charge against his Lot remains unpaid;

(c) the right of the Association to grant easements and rights-of-way, to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility (including any entity authorized by Guilford County to supply cable television/broadband service) for such purposes and subject to such conditions as may be agreed to by the Executive Board of the Association. No such dedication or transfer shall be effective unless an instrument signed by a majority of the Executive Board of the Association, agreeing to such dedication or transfer, has been recorded;

(d) the right of the Association to impose regulations for the use and enjoyment of the Common Elements and improvements thereon, which regulations may impose fines for the violation thereof and may further restrict the use of the Common Elements, and specifically including the right to establish parking regulations; and

(e) the right of the Association to exchange portions of Common Elements with Declarant for substantially equal areas of property for the purpose of eliminating potential or unintentional encroachments of Dwellings or other improvements onto portions of the Common Elements.

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SECTION 2. DELEGATION OF USE. Any Owner may delegate his right of enjoyment to the Common Elements and recreational facilities to the members of his family, subject to such rules and regulations as may be established from time to time by the Association.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

SECTION 1. MEMBERSHIP. Every Owner of a Lot which is subject to a lien for assessments shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. CLASSES OF MEMBERSHIP. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote or votes for such Lot shall be exercised as they among themselves determine.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall cease and/or be converted to Class A Membership, as the case may be, on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership, provided, however, that the Class B Membership shall be reinstated if after such conversion and before the time stated in subparagraph (b) below, additional lands are annexed to the Property pursuant to the provisions of Article XI, Section 4, herein, containing a sufficient number of Lots to give the Class B Member a total number of votes in excess of the Class A Members; or,

(b) on December 31, 2009.

SECTION 3. RIGHT OF DECLARANT TO APPOINT MEMBERS OF THE EXECUTIVE BOARD OF THE ASSOCIATION. Declarant shall have the right to designate and select all of the members of the Executive Board of the Association until the earlier of (i) the initial sale of all Lots within the Property or (ii) December 31, 2009. Whenever Declarant shall be entitled to designate and select the members of the Executive Board of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association. Declarant shall have the right to remove any person or persons selected by it to act and serve on said Executive Board and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by Declarant need not be an

Owner. Any representative of Declarant serving on the Executive Board of the Association shall not be required to disqualify himself/herself from any vote upon any contract or matter between Declarant and the Association where Declarant may have a pecuniary or other interest.

SECTION 4. DECLARANT'S RIGHTS. Declarant shall have the right at any time to release its rights set forth in Article III, Section 3, above and/or to terminate the Class B Membership described in Article III, Section 2, above by sending written notice of such action(s) to the Executive Board of the Association.

## ARTICLE IV

### COVENANT FOR MAINTENANCE AND ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay: (i) to the Association (1) regular annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) any other fine or charge levied in accordance with the Declaration and applicable law; and (ii) to the appropriate governmental taxing authority: (1) a pro rata share of ad valorem taxes levied against the Common Elements, and (2) a pro rata share of assessments for public improvements to or for the benefit of the Common Elements if the Association shall default in the payment of either or both for a period of six (6) months. The annual and special assessments, and any late charge, fine or other charge imposed by the Association, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment and charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge became due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

### SECTION 2. PURPOSE OF ASSESSMENTS.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements or related to the maintenance, use and enjoyment of those improvements and areas outside of the Common Elements but which benefit the Property, including but not limited to traffic islands and landscaped areas within publicly dedicated streets (hereinafter referred to as "Other Maintained Improvements"). Expenditures may include, but are not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Elements, the procurement and

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maintenance of insurance (casualty and liability) in accordance with the Bylaws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

(b) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the Bylaws of the Association. As monies for any assessment are paid to the Association by any Lot Owner, the same may be commingled with monies paid to the Association by the other Lot Owners. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the Members of the Association, no Member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his Membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a Member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Property.

### SECTION 3. MAXIMUM REGULAR ANNUAL ASSESSMENT.

(a) Until January 1 of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum annual assessment shall be as follows:

For each Lot, One Hundred Twenty and 00/100 Dollars (\$120.00) per year.

(b) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter shall be established by the Executive Board and may be increased by the Executive Board without approval by the Membership by an amount not to exceed thirty percent (30%) of the maximum annual assessment of the previous year.

(c) The maximum annual assessment for the calendar year immediately following the year in which conveyance of the first Lot to an Owner is made and for each calendar year thereafter may be increased without limit by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Executive Board may fix the annual assessment at an amount not in excess of the maximum, subject to the provisions of Section 5 of this Article.

SECTION 4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment for the purpose of defraying in whole or in part the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements or Other Maintained Improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Except as provided in subparagraph (b) of this Section, all special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 and 4(a). Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4(a) shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) 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 the 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.

SECTION 6. RATE OF ANNUAL ASSESSMENT.

- (a) Annual assessments must be fixed at a uniform rate for all Lots.
- (b) The Declarant shall pay annual assessments on Lots owned by them on the same basis as other Lot Owners.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall be collected on a quarterly or annual basis as required by the Executive Board and shall commence for each Lot conveyed by Declarant to an Owner on the first day of the month following the conveyance by Declarant of such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year after the assessment commences. The annual assessments for Lots owned by Declarant shall commence as to a particular Lot at the time the first Lot shown on the recorded subdivision plat (that includes the particular Lot) is conveyed to an Owner.

At least thirty (30) days in advance of each annual assessment period, the Executive Board shall fix the amount of the annual assessment and shall send written notice thereof to every Owner subject thereto. The due dates shall be established by the Executive Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION. Assessments authorized by this Declaration shall be due and payable on the dates established by the Executive Board from time to time. Fees, fines and penalties authorized by this Declaration shall be due and payable thirty (30) days after written notice thereof from the Association to the Owner. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such other rate as set from time to time under N. C. General Statutes Section 47F-3-115). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of North Carolina for the foreclosures of deeds of trust, and interest, late charges, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Elements or abandonment of his Lot.

SECTION 9. EFFECT OF DEFAULT IN PAYMENT OF AD VALOREM TAXES OR ASSESSMENTS FOR PUBLIC IMPROVEMENTS BY ASSOCIATION. Upon default by the Association in the payment to the governmental authority entitled thereto of any ad valorem taxes levied against the Common Elements or assessments for public improvements to the Common Elements, which default shall continue for a period of six (6) months, each Owner of a Lot in the development shall become personally obligated to pay to the taxing or assessing governmental authority a portion of such unpaid taxes or assessments in an amount determined by dividing the total taxes and/or assessments due the governmental authority by the total number of Lots in the development. If such sum is not paid by the Owner within thirty (30) days following receipt of notice of the amount due, then such sum shall become a continuing lien on the Lot of the then Owner, his heirs, devisees, personal representatives and assigns, and the taxing or assessing governmental authority may either bring an action at law or may elect to foreclose the lien against the Lot of the Owner.

SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding Section. However, the sale or transfer of any Lot which is subject to any such first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

SECTION 11. EXEMPT PROPERTY. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the assessments created herein. However, no land or improvements intended for or devoted to dwelling use shall be exempt from said assessments.



## ARTICLE V

MAINTENANCE OF COMMON ELEMENTS, OTHER  
MAINTAINED IMPROVEMENTS AND LOTS

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SECTION 1. MAINTENANCE BY ASSOCIATION. The Association shall maintain the Common Elements and, as specifically set forth in this Declaration, the Other Maintained Improvements.

SECTION 2. ASSOCIATION'S STANDARD OF MAINTENANCE. The Association shall perform its maintenance obligations under this Declaration in a reasonable manner and on a reasonable basis as shall be determined by the Executive Board, in the exercise of its discretion.

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SECTION 3. OWNERS' MAINTENANCE OF LOTS AND DWELLINGS. Each Owner shall be responsible for the repair, maintenance and upkeep of his or her Lot and the Dwelling on such Lot, including but not limited to any and all vegetation, driveways and walks, patios or any part thereof.

SECTION 4. OWNERS' STANDARD OF MAINTENANCE. Lot Owners shall perform their repair, maintenance and upkeep obligations under this Declaration in a reasonable and prudent manner to a standard harmonious with other Lots in Jordan's Watch at Jamestown. If any Owner should fail to discharge the above-described obligations to such a standard, the Executive Board of the Association may, in its sole discretion, give written notice of such failure to the Owner who shall have a period of time determined by the Board (not less than forty-eight (48) hours or more than fifteen (15) days) to cure such failure. If the Owner fails to take the necessary action to discharge the Owner's obligation within the time period designated by the Executive Board, the Association shall have the right to take, at the Owner's expense, any action necessary to cure the failure and charge the Owner with the cost thereof. If the Owner does not pay such cost within fifteen (15) days after written notice thereof from the Association, then the amount so owed, together with interest, cost and attorneys' fees, shall become a lien on the Owner's Lot, payment of which may be enforced in accordance with the provisions of Article IV.

SECTION 5. OWNER'S NEGLIGENCE. In the event that the need for maintenance, repair or replacement required to be performed by the Association is caused through the willful or negligent act of the Owner, his or her family, guest or invitees, or is caused by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircrafts, vehicles and smoke, as the foregoing are defined and explained in North Carolina Standard Fire and Extended Coverage insurance policies, the cost of such maintenance, replacement or repairs shall be added to and become a part of the assessment to which such Lot is subject.

## ARTICLE VI

## TRAFFIC REGULATIONS

SECTION 1. TRAFFIC AND PARKING REGULATIONS. All Members, their family members, guests, invitees and tenants shall abide by all state and local traffic regulations and other laws and ordinances regulating motor vehicles while on the Property.

SECTION 2. ENFORCEMENT. Violations of Sections 1 above shall constitute a nuisance and, in addition to all other remedies available to it at law and in equity, the Association shall have the authority to: (i) remove any offending vehicle upon the commission of a second offense by an Owner or his/her family member, guest, invitee or tenant (the costs of such removal and any storage fees shall be the responsibility of the Owner) and (ii) assess reasonable fines against an Owner for violations by him/her or by his/her family member, guest, invitee or tenant. Such fines shall be deemed to be assessments as set forth in this Declaration and, if not paid within thirty (30) days after notice and demand therefor, the Association shall be entitled to the remedies set forth in Article IV, Section 8.

## ARTICLE VII

## ARCHITECTURAL CONTROL

Initial construction of a Dwelling on a Lot shall be subject to the terms, conditions and approval set forth in a separate set of restrictive covenants contained in each deed for a Lot from Declarant to the first purchaser thereof and recorded in the Guilford County Registry.

## ARTICLE VIII

## EASEMENTS

SECTION 1. UTILITIES. Easements for installation and maintenance of utilities (including cable television/broadband service) and drainage facilities are reserved as shown on the recorded Plat. Within these easements no structures, planting or other material shall be placed or permitted to remain, nor will the alteration or removal of any berms, swales or ditches be permitted, which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. An easement is hereby established over all Common Elements as may be reasonably necessary for the setting, removal and reading of water meters, the maintenance and replacement of water, sewer and drainage facilities, for affording police protection, and for the fighting of fires and collection of garbage.

SECTION 2. UNINTENTIONAL ENCROACHMENTS. In the event that any improvements on a Lot shall encroach upon any Common Elements for any reason not caused by the purposeful or negligent act of the Owner or agents of such Owner, then an easement

appurtenant to such Lot shall exist for the continuance of such encroachment upon the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common Elements into any such Lot for so long as such encroachment shall naturally exist.

## ARTICLE IX

### RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

#### SECTION 1. ENTITIES CONSTITUTING INSTITUTIONAL LENDERS.

"Institutional Lender" as the term is used herein shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily affording loans secured by first liens on Dwellings, the Federal National Mortgage Association and eligible insurers and governmental guarantors.

#### SECTION 2. OBLIGATION OF ASSOCIATION TO INSTITUTIONAL LENDERS.

So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights:

(a) To inspect the books and records of the Association during normal business hours and to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Executive Board of the Association, such financial statement or report to be furnished by April 15 of each calendar year.

(b) To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Covenants, Conditions and Restrictions or the Articles of Incorporation or Bylaws of the Association or of any proposed abandonment or termination of the Association or the effectuation of any decision to terminate professional management of the Association and assume self management by the Association.

(c) To receive notice of any condemnation of the Common Elements or any portion thereof.

(d) To receive notice of any substantial damage to the Common Elements.

(e) To have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article II hereof.

SECTION 3. REQUIREMENTS OF INSTITUTIONAL LENDER. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by CERTIFIED MAIL at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any

first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

## ARTICLE X

### GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. The Association, Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration.

The Executive Board shall have the authority to establish an adjudicatory panel to provide a hearing to determine if an Owner should be fined or if Association privileges or services (other than access to the Owner's Lot) should be suspended for violation of the Declaration, the Bylaws or any Association rules and regulations. Any fine established by the panel shall be an assessment against the Owner charged with the violation and a lien against the Owner's Lot, subject to all provisions of Article IV of this Declaration.

In any enforcement action, the prevailing party shall be entitled to seek recovery of its attorneys' fees as allowed by law. Failure by the Association, Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety, animal control officers come on the Property to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

SECTION 2. SEVERABILITY. Invalidity of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. 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, and thereafter by a vote of not less than seventy-five percent (75%) of the Lot Owners, provided (i) that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein and (ii) no amendment which shall abridge, amend or alter the right of Declarant to designate and select members of the Executive Board of the Association, as provided in Article III hereof, may become effective without the prior written consent of Declarant. Any amendment must be signed by the proper officers of the Association or by the required percentage of Lot Owners and be properly recorded.

SECTION 4. WORKING CAPITAL FUNDS. In order to provide the Association with adequate working capital, upon the initial sale of each Lot from Declarant to an Owner, such

Owner shall pay to the Association a contribution equal to One Hundred Twenty and 00/100 Dollars (\$120.00). The payments to this fund will be maintained in an Association account for the use and benefit of the Association.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer, this the 7th day of June, 2004.

Thomas P. Baker, Jr.  
Thomas P. Baker, Jr.

Pamela Baker  
Pamela Baker

ALL PARTIES OTHER THAN THOMAS AND PAMELA BAKER EXECUTE THIS DOCUMENT FOR THE SOLE PURPOSE OF SUBJECTING PROPERTY THEY OWN IN JORDAN'S WATCH TO THIS DECLARATION AND FOR NO OTHER PURPOSE.

STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Sherry H. O'Neal, a Notary Public, do hereby certify that THOMAS P. BAKER, JR. and wife, PAMELA BAKER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 7th day of June, 2004.

Sherry H. O'Neal  
Notary Public

My commission expires:

3-30-09





KATHERINE LEE PAYNE, REGISTER OF DEEDS  
 GUILFORD COUNTY  
 201 SOUTH EUGENE STREET  
 GREENSBORO, NC 27402

\* \* \* \* \*

State of North Carolina, County of Guilford

The foregoing certificate of \_\_\_\_\_

*Sherry J. O'Neal*

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: \_\_\_\_\_

*Sherry W. Jumper*  
 Deputy - Assistant Register of Deeds

\* \* \* \* \*

**This certification sheet is a vital part of your recorded document.  
 Please retain with original document and submit when re-recording.**

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its duly authorized officer, this the 16<sup>th</sup> day of September, 2004.

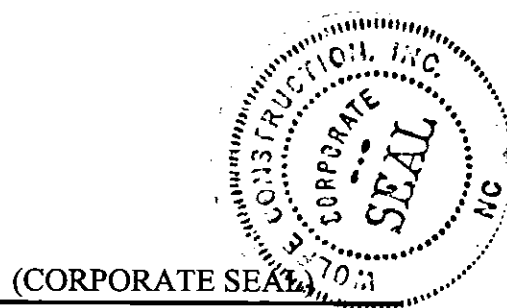
Thomas P. Baker, Jr.  
THOMAS P. BAKER, JR.

Pamela Baker  
PAMELA BAKER

WOLFE CONSTRUCTION, INC. d/b/a  
WOLFE HOMES

By: [Signature]  
President

ATTEST: [Signature]  
Assistant Secretary



[Signature]  
KELLY M. SMITH

[Signature]  
JEFFREY K. POTEAT

[Signature]  
RONALD M. COINER

[Signature]  
SHERLON H. COINER

002639

STATE OF NORTH CAROLINA

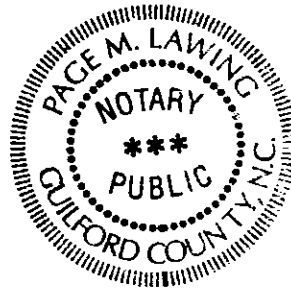
COUNTY OF GUILFORD

I, Page M Lawing, NOTARY PUBLIC, do hereby certify that THOMAS P. BAKER, JR. and wife, PAMELA BAKER, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 16<sup>th</sup> day of September, 2004.

Page M Lawing  
Notary Public

My Commission Expires: 06-26-08



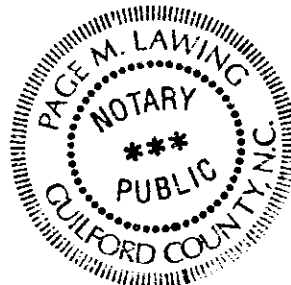
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, Page M Lawing, NOTARY PUBLIC, of the County and State aforesaid, do hereby certify that Judith L. Durr, personally came before me this day and acknowledged that she is ASST Secretary of Wolfe Construction, Inc., a North Carolina Corporation, and that by authority duly given as the act of the corporation, the foregoing instrument was signed in its name by its vice President, sealed with its corporate seal and attested by \_\_\_\_\_ as its Asst. Secretary. Witness my hand and official stamp or seal, this the 16<sup>th</sup> day of September, 2004.

Page M Lawing  
Notary Public

My Commission Expires: 06-26-08





002640

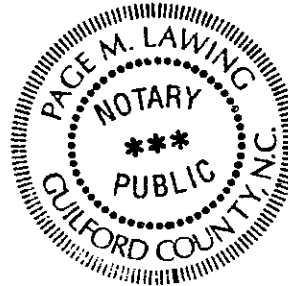
STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Page M. Lawing, NOTARY PUBLIC, do hereby certify that  
KELLY M. SMITH and JEFFREY K. POTEAT, personally appeared before me this day  
and acknowledged the due execution of the foregoing instrument.

This the 16<sup>th</sup> day of September, 2004.

Page M. Lawing  
Notary Public

My Commission Expires: 06-26-08



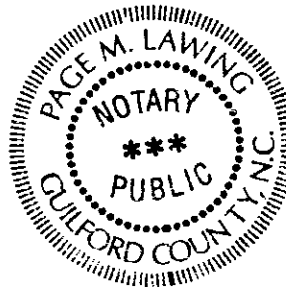
STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I, Page M. Lawing, NOTARY PUBLIC, do hereby  
certify that RONALD M. COINER and wife SHERLON H. COINER personally appeared  
before me this day and acknowledged the due execution of the foregoing instrument.

This the 16<sup>th</sup> day of September, 2004.

Page M. Lawing  
Notary Public

My Commission Expires: 06-26-08





KATHERINE LEE PAYNE, REGISTER OF DEEDS  
 GUILFORD COUNTY  
 201 SOUTH EUGENE STREET  
 GREENSBORO, NC 27402

\* \* \* \* \*

State of North Carolina, County of Guilford

The foregoing certificate of Page M. Dawing

A Notary (Notaries) Public is/are certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS

By: Linda S. Allen

Deputy - ~~Assistant~~ Register of Deeds

\* \* \* \* \*

**This certification sheet is a vital part of your recorded document.  
 Please retain with original document and submit when re-recording.**