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GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$26.00

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

GUILFORD COUNTY  
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF JORDAN CREEK**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF JORDAN CREEK ("the Declaration") is made this the 18<sup>th</sup> day of July, 2022 by Jordan Creek Townhomes Homeowners Association (the "Association").

**WITNESSETH:**

WHEREAS, by the following instrument recorded in the Guilford County Registry, the Declarant, Mackay Road Partners Four, LLC, subjected JORDAN CREEK (the "Property") to the following Declaration of Covenants, Conditions and Restrictions:

- a) Book 7058, Page 891.

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 177, Page 112;
- b) Plat Book 189, Page 59;
- c) Plat Book 194, Page 24;
- d) Plat Book 195, Page 76;
- e) Plat Book 197, Page 71;
- f) Plat Book 200, Page 7;
- g) Plat Book 200, Page 61;
- h) Plat Book 201, Page 39;
- i) Plat Book 201, Page 79;
- j) Plat Book 202, Page 47;
- k) Plat Book 204, Page 95; and

1) Plat Book 206, Page 100.

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

“This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners. Any amendment must be properly recorded.”

WHEREAS, written consent has been obtained from at least seventy-five percent (75%) of the Lot Owners. The instrument containing said signatures may be found among the books, records and minutes of the Association. 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:

A new Article I, Definitions, Section 7 shall be added as follows:

**Section 7. “Limited Common Elements” shall mean and refer to a portion of the common elements allocated for the exclusive use of one or more but fewer than all of the lots.**

Article IV, Covenant for Maintenance Assessments, Section 11, shall be deleted in its entirety and replaced with the following:

**Section 11. Except as provided herein, the Association shall be responsible for the maintenance, repair and replacement of all Common Elements and Limited Common Elements, including the driveways and those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring and other facilities located in the Common Elements for the furnishing of utility and other services to the Lots and said Common Elements, and should any incidental damage be caused to any Lot by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair and replacement of any Common Elements, the Association shall, at its expense, repair such incidental damage. Such maintenance shall not include rear porches, decks and patios. The Association shall be deemed to have such easements on, across and over the Common Elements as shall be reasonably necessary in the exercise and discharge of its maintenance rights and obligations reserved and imposed by this Declaration or under the Planned Community Act. Whenever the maintenance, repair and replacement of any item for which the Association is obligated to maintain, replace or repair at its expense is occasioned by any act of an Owner(s), his immediate family, guests, or invitees, and such loss or damage may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair and replacement and the Owner(s) who is responsible for the act causing the damage (whether done by himself or by his family, guests or**

invitees) shall be required to pay such portion of the cost of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or by any other reason, exceed the amount of insurance proceeds applicable to such maintenance repair and replacement.

The Association shall be responsible for maintaining the completed permanent wet stormwater BMP as directed by the governmental office having jurisdiction for watershed protection. If the Association should be dissolved or cease to exist, then in that event all of the Owners of record at that time of required maintenance shall be jointly and severally liable for any and all costs attendant thereto.

Article VII, Exterior Maintenance and Pest Treatment, shall be deleted in its entirety and replaced with the following:

In addition to the maintenance upon the Common Elements, the Association shall provide exterior maintenance upon each Lot which is subject to assessments hereunder, as follows: Paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces including the front porch, trees, shrubs, grass, and walks. Such exterior maintenance shall not include glass surfaces, window and door screens, decks and patios. In order to enable the Association to accomplish the foregoing, there is hereby reserved to the Association the right to unobstructed access over and upon each Lot at all reasonable times to perform maintenance as provided in this Article.

In the event that the need for maintenance, repair and replacement is caused through the willful or negligent act of the Owner, his family, guests, or invitees, 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.

Owners shall be responsible for any pest or termite protection to their Lot.

A new Article VIII, Use Restrictions, Section 6 shall be added as follows:

**Section 6. Leases of Lots and Limitation on Rental Property.**

Notwithstanding any other provisions of the Declaration, the Amended and Restated Bylaws, and Articles of Incorporation of the Association, the only persons, or legal entities, authorized to lease property within the Association shall be a) Owners who are currently engaged in an owner-occupied lease agreement or in a lease agreement prior to the recording of this Amendment and b) Owner(s) of a Lot that has been occupied by persons with legal title to the property, legal ownership interest in the property, and/or a marital interest in the property, and the family members of those categories of persons for no less than one (1) calendar year from the date of acquisition of said Lot. These persons or legal entities entitled to rent or lease property within the Association shall be hereinafter called "Eligible Owners." Eligible Owners shall be permitted to rent and lease the Lot that is subject to a lease

agreement prior to the recording of this Amendment, subject to other restrictions set forth in the Declaration, as amended.

Any Lease Agreement between an Eligible Owner and a lessee for the lease of such Eligible Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws 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 one (1) year.

All Eligible Owners that rent or lease their Lot shall register such rental information with the Board of Directors for the Association providing the name and address of the owner(s) of the property, the names of all tenants leasing the property, and the starting date and ending date of the rental or lease term.

Notwithstanding the foregoing prohibition, each Owner may lease their Lot to individuals attending the International Home Furnishings Market in High Point, North Carolina in the fall and spring of each year, each of which shall not exceed fourteen consecutive (14) days.

Article X, General Provisions, Section 1, Enforcement, shall be deleted in its entirety and replaced with the following:

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration and shall have all remedies available under the terms of Chapter 47F of the North Carolina General Statutes (the "Planned Community Act"). Failure by the Association 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.

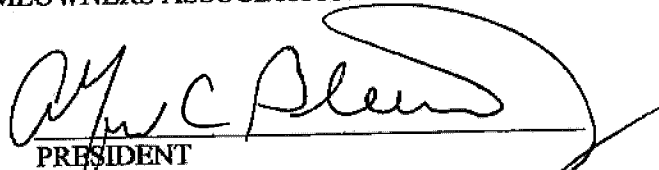
In any action to enforce the provisions of the Declaration, the court may award reasonable attorneys' fees to the prevailing party, even if such action is settled prior to any trial, judgment or appeal. It is also the intent of this Section that it constitutes the allowance of the award of reasonable attorneys' fees as required under Section 47F-3-120 of the Planned Community Act.

Article X, General Provisions, Section 3, Amendment, shall be deleted in its entirety and replaced with the following:

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be properly recorded.

This the 18 day of July 2022.

JORDAN CREEK TOWNHOMES  
HOMEOWNERS ASSOCIATION

BY:   
PRESIDENT

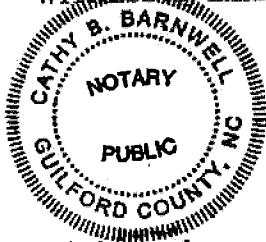
BY:   
SECRETARY

NORTH CAROLINA

GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Alfred C. Stewart, Jr. personally came before me this day and acknowledged that he/she is President of Jordan Creek Townhomes Homeowners Association and that he/she, President, being authorized to do so, executed the foregoing on behalf of Jordan Creek Townhomes Homeowners Association.

WITNESS my hand and official stamp or seal, this 18<sup>th</sup> day of July, 2022.



Cathy B. Barnwell  
Notary Public

Cathy B. Barnwell  
Printed Name

My commission expires:

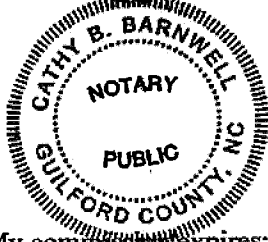
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NORTH CAROLINA

GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Kathy Howell personally came before me this day and acknowledged that he/she is Secretary of Jordan Creek Townhomes Homeowners Association and that he/she, Secretary, being authorized to do so, executed the foregoing on behalf of Jordan Creek Townhomes Homeowners Association.

WITNESS my hand and official stamp or seal, this 18<sup>th</sup> day of July, 2022.



Cathy B. Barnwell  
Notary Public

Cathy B. Barnwell  
Printed Name

My commission expires:

2-13-27

**EXHIBIT A**

**CERTIFICATION OF VALIDITY OF THE AMENDMENT TO  
THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR JORDAN CREEK**

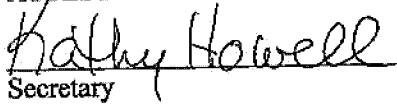
By authority of its Board of Directors, Jordan Creek Townhomes Homeowners Association hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of 76 percent of the Lot Owners in the Association and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Jordan Creek. The written acknowledgements have been made part of the Minute Book of the Association.

This the 18 day of July, 2022.

JORDAN CREEK TOWNHOMES  
HOMEOWNERS ASSOCIATION

  
President

ATTEST:

  
Secretary