

OCT 21 2024

BK: R 8873  
PG: 2939-2944  
RECORDED:  
10-21-2024  
03:56:44 PM  
BY: MISTY MARTIN  
DEPUTY-GB



2024047676  
GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$26.00

Mail  
to:

Prepared by: Margaret M. Chase, Ruby Chase Taliercio, PLLC  
111 Wilson Street, Greensboro, NC 27401

GUILFORD COUNTY  
NORTH CAROLINA

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STAFFORDSHIRE TOWNHOMES**

6  
mm

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STAFFORDSHIRE TOWNHOMES is made this 30<sup>th</sup> day of September, 2024 by Staffordshire Townhomes Homeowners Association, Inc. ("the Association").

**WITNESSETH:**

WHEREAS, by the following instrument recorded in the Guilford County Registry, the Declarant, Worth-Reitt Associates, LLC subjected STAFFORDSHIRE TOWNHOMES (the "Property") to the following Declaration of Covenants, Conditions and Restrictions (the "Declaration") and amendments to the same:

- a) Book 7225, Page 1908;
- b) Book 8260, Page 2523; and
- c) Book 8449, Page 2630.

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 180, Page 39;
- b) Plat Book 197, Page 21;
- c) Plat Book 203, Page 10; and
- d) Plat Book 206, Page 58.

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

"This Declaration may at anytime be amended with the consent of the Owners entitled to cast at least sixty-seven percent (67%) of the votes of the

Association...Any amendment must: (1) be executed on behalf of the Association by its duly authorized officers; (2) contain an attestation by the officers executing the amendment on behalf of the Association that the requisite Owner approval has been obtained and is evidenced by written acknowledgement(s) signed by the Owners approving the amendment and made a part of the Minute Book of the Association; and (3) be properly recorded in the Office of the Register of Deeds, Guilford County, North Carolina.”

WHEREAS, consent has been obtained by Owner(s) to entitled to cast at least sixty-seven percent (67%) of the votes in the Association are allocated and 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 II, Property Rights, Section 8, Maintenance, shall be deleted in its entirety and replaced with the following:

**SECTION 8. MAINTENANCE.** The Association shall maintain the Common Elements and facilities and improvements thereon, as hereinafter provided in Section 1 of Article IV. Any portion of the Common Elements for which insurance is required to be maintained by the Association under the Planned Community Act which is damaged or destroyed shall be repaired or replaced promptly by the Association except as otherwise provided in Section 47F-3-113 of the Planned Community Act.

In the event 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 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 and become a part of the assessment to which such Lot is subject.

Article II, Property Rights, Section 9, Leases of Lots, shall be deleted in its entirety and replaced with the following:

**SECTION 9. LEASES ON LOTS AND LIMITATIONS ON RENTAL PROPERTY.** Notwithstanding any other provisions of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations of the Association, the only persons, or legal entities, authorized to lease property within the Association 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 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 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 one (1) year.

A new Article VIII: Use Restrictions, Section 12, Insurance to be Maintained by Owners shall be added as follows:

**SECTION 12. INSURANCE TO BE MAINTAINED BY OWNERS.** Every Owner shall maintain in full force and effect at all times fire and hazard insurance in an amount equal to the full replacement value of his or her Dwelling, including the value of excavations and foundations. Insurance policies must provide that the insurer issuing the Policy may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association at its address of record with the North Carolina Secretary of State.

An Owner shall exhibit to the Board, upon request, evidence that such insurance is in effect. If any Owner shall fail to maintain such insurance, the Board is authorized to obtain such insurance in the name of the Owner from an insurer selected by the Board, and the cost of such insurance shall be included in the annual assessment of the Owner and shall constitute a lien against his Lot until paid as a result of enforcement by the Association or otherwise.

The Association may, at its election, procure and pay for such insurance on all buildings, improvements and Dwellings.

Casualty coverage shall afford protection against:

- (a) Loss or damage to property by fire or other hazards covered by a standard extended coverage endorsement; and
- (b) Such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, vandalism and malicious mischief.

This the 30 day of September, 2024.

Staffordshire Townhomes Homeowners Association, Inc.

By: Chris Bender  
Staffordshire HOA, President

ATTEST:

Jessica Johansson  
Secretary, Staffordshire Townhomes  
Homeowners Association, Inc.

I, Jessica Johansson, Secretary of Staffordshire Townhomes Homeowners Association, Inc., certify that Chris Bender personally came before me this day and acknowledged that she is the President of Staffordshire Townhomes Homeowners Association, Inc. and that by authority duly given by the Board of Directors, and as an act of the Corporation, the foregoing instrument was signed on behalf of the Corporation.

WITNESS my hand, this the 30 day of September, 2024.

Jessica Johansson  
Secretary, Staffordshire Townhomes  
Homeowners Association, Inc.

\*\*\*\*\*

NORTH CAROLINA  
GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that Jessica Johansson ~~and~~ CHRISTOPHER BENDER personally came before me this day and acknowledged that he is President of Staffordshire Townhomes Homeowners Association, Inc. and that he is, President, being authorized to do so, executed the foregoing on behalf of Staffordshire Townhomes Homeowners Association, Inc.

WITNESS my hand and official stamp or seal, this 30 day of September, 2024.

**TERRI M. LAWSON**  
NOTARY PUBLIC  
Forsyth County  
North Carolina

TERRI M LAWSON  
Notary Public  
TERRI M LAWSON  
Printed Name

My commission expires:  
22 MAY 2029

\*\*\*\*\*

NORTH CAROLINA  
GUILFORD COUNTY

I, a Notary Public of the County and State aforesaid, certify that JESSICA JOHNSON personally came before me this day and acknowledged that he (she) is Secretary of Staffordshire Townhomes Homeowners Association, Inc. and that he (she) Secretary, being authorized to do so, executed the foregoing on behalf of Staffordshire Townhomes Homeowners Association, Inc.

WITNESS my hand and official stamp or seal, this 30 day of September, 2024.

**TERRI M. LAWSON**  
NOTARY PUBLIC  
Forsyth County  
North Carolina

*Terri M. Lawson*  
Notary Public

TERRI M LAWSON  
Printed Name

My commission expires:

22 MAY 2029

**EXHIBIT A**

**CERTIFICATION OF VALIDITY OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR STAFFORDSHIRE TOWNHOMES**

By authority of its Board of Directors, Staffordshire Townhomes Homeowners Association, Inc. hereby certifies that the foregoing instrument has been duly adopted by written acknowledgment of the owners of sixty seven percent (67%) 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 Staffordshire Townhomes. The written acknowledgements have been made part of the Minute Book of the Association.

This the 30<sup>th</sup> day of September, 2024.

STAFFORDSHIRE TOWNHOMES HOMEOWNERS  
ASSOCIATION, INC.

  
\_\_\_\_\_  
President

ATTEST:

