

ADDENDUM

NUMBER ONE

TO
MODIFIED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

COVENTRY PHASE I, COVENTRY PHASE II, COVENTRY PHASE III (a.k.a. COVENTRY
COMMONS) and COVENTRY PHASE IV

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

FORSYTH CO, NC **285** FEE: \$ 17.00
PRESENTED & RECORDED: 11/13/2003 3:24PM
DICKIE C. WOOD REGISTER OF DEEDS BY: NAVARR
BK2422 P1209 - P1210

KNOW ALL MEN BY THESE PRESENTS, that this **ADDENDUM** TO THE MODIFIED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVENTRY PHASE I, COVENTRY PHASE II, COVENTRY PHASE III (a.k.a. COVENTRY COMMONS), and COVENTRY PHASE IV (hereinafter the "Modified and Restated Declaration"), is made and entered into on this 13th day of November, A.D., 2003 by Coventry Homeowner Association, P.O. Box 25106, Winston-Salem, Forsyth County, North Carolina, 27114, a nonprofit corporation organized under the laws of the State of North Carolina, which is successor by merger between Coventry Homeowner Association, Inc., a North Carolina corporation, and Coventry Property Owners Association, Inc., Coventry Commons Property Owners Association, Inc., and Coventry, Phase IV Property Owners Association, Inc., all unincorporated associations organized under the laws of the State of North Carolina.

See: BK 2295 P 2285-2317

PURPOSE OF ADDENDUM: To incorporate the changes in three covenants approved by homeowners at a properly announced and conducted Homeowner Association annual meeting (September 28, 2003). Each of the three changes is found under ARTICLE FOUR - ARCHITECTURAL CONTROL AND RESTRICTIONS ON USE AND RIGHTS OF THE ASSOCIATION AND OWNER. The additions are shown in bold face.

CHANGE #1

Section 1. Architectural Control.

b) **Architectural Control.** Unless expressly authorized in writing by the Architectural Control Committee (the "Committee") with regard to any considered lot improvement, no exterior changes, such as, but not limited to, the creation or modification of any building, fence, wall, driveway, mailbox, handicap ramp, or other structure addition, nor any landscape plan (which landscaping plan shall be required), nor any exterior addition or alteration to any existing structure, nor any clearing or site work, shall be commenced, nor may any repainting or other change of color or exterior appearance be effected, until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finishes and colors; location on site, driveway/driveway material, sidewalk/sidewalk material, parking, floor plan and elevations therefore (all of which is hereinafter referred to as the "Plans"), shall have been submitted in duplicate to and approved in writing, as to harmony of external design and appearance and location in relation to any surrounding structures, proposed structures, aesthetic objectives, and topography, by the Committee. This applies to all initial construction as well as additions and any subsequent construction. This also includes landscape plans, both initial and subsequent, as per any Lot and/or exterior of any structure on a given Lot. Such plantings should be in harmony with surrounding Lots and structures and should not extend beyond owner's Lot or cause undue hardship to adjoining property or property owners. Water disposal is the responsibility of each property owner such that no diversion of water is caused to an

adjoining property. **This Committee shall have authority to grant or deny any requests that comply with restrictions as stated in Article IV, Section 2. For requests that do not comply with the restrictions as stated in Article IV, Section 2, this Committee shall make a recommendation to the Board for its concurrence. Decisions may be presented to the Board for further consideration. This Committee shall report to the Board the same as all other Committees.**

CHANGE #2

Section 1. Architectural Control.

(c) Architectural Control Committee (Committee).

(i) Membership. **The Committee shall be composed of three to seven (3-7) persons, with the exact number to be determined by the Board of Directors, all who must be Members of the Association. The Committee chair shall be a member of the Board.** In the event of death, resignation, or removal by the Board of any member of the Committee, the Board shall have full authority to designate a successor. Unless otherwise approved by the Association, neither the members of the Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Association shall keep, or cause to be kept, a list of the names of the persons who form the Committee and a list of the names of any designated representatives of the Committee, and such a list shall be available to any Owner. (The last sentence of this paragraph in the old Covenant was dropped from this Addendum. It read: One alternate member may optionally be appointed to fill in for any regular member who might not be available or able to serve.)

CHANGE #3

Section 2. Restriction on Use and Rights of the Association and Owners.

(t) Construction – Streets, Cuts and Repairs. **In lieu of a \$3000 Bond, builders/lot owners are required to have prior approval of any/all street cuts and subsequent repairs.**

WITNESS THE HANDS AND SEALS of Association as evidenced by the hands and seals of association's President and Secretary the day and date first above written.

COVENTRY HOMEOWNER ASSOCIATION, INC.
A North Carolina Nonprofit Corporation

By:

Harold C. Threath, Jr. (SEAL)
Harold C. Threath, Jr., President

Attested by its Secretary

Martha L. Wall (SEAL)
Martha L. Wall, Secretary

STATE OF NORTH CAROLINA - Forsyth County

I, DICKIE C. WOOD, REGISTER OF DEEDS, of Forsyth County, NC, do hereby certify that Harold C. Threath, Jr., President of Coventry Homeowner Association, Inc, a North Carolina nonprofit corporation, and Martha L. Wall, Secretary of Coventry Homeowner Association, Inc., personally appeared before me this day and acknowledged the execution and attestation, respectively, of the foregoing document as the act of, and by the authority of, the corporation.

Witness my hand and this the 13 day of November, 2003.

Dickie C. Wood