

NORTH CAROLINA

ORANGE COUNTY

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**AMEDED DECLARATION OF  
COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR COVENTRY**

**THIS AMENDED DECLARATION**, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2014 by Coventry Homeowner's Association, Inc. and the undersigned Lot Owners representing not less than seventy-five percent (75%) of the Lot Owners of Coventry, herein referred to as Declarant.

**WITNESSETH:**

**WHEREAS**, Declarant represents Coventry Homeowner's Association and the Lot Owners of Coventry: Phase I Plat Book 37, Page 32; Phase II Plat Book 37 Page 82; Phase III Plat Book 38 Page 45; Phase IV Plat Book 38 Page 121; Phase V Plat Book 38 Page 174; Phase VI Plat Book 39 Book 165 and Plat Book 41 Page 164; Phase VII, VIII, IX Plat Book 40 Page 77 of the Orange County Registry; and

**WHEREAS**, Pursuant to **ARTICLE FOUR, Section 2** of the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVENTRY** the Coventry Homeowner's Association is obligated to utilize assessments levied against Lot Owners in order to procure fire and extended casualty insurance on the buildings upon each Lot as well as general liability insurance of common areas, and pursuant to **ARTICLE SEVEN, Section 1** of the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVENTRY** the Coventry Homeowner's Association is responsible for exterior maintenance and repair of the buildings upon each Lot; and

**WHEREAS**, Declarant wishes to file this AMENDED DECLARATION acting Pursuant to **ARTICLE THIRTEEN, Section 3** of the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVENTRY**, as recorded in the Orange County Register of Deeds at Book 416 Page 143 as amended at Book 424 Page 299; Book 445 Page 381; Book 452 Page 479; 459 Page 446; Book 480 Page 414; Book 492 Page 197; and Book 517 Page 432.

**NOW THEREFORE,**

ARTICLE ONE, Section 4 is amended as follows:

“Common Area” shall refer to all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners, subject to this Declaration and the By-Laws of the Homeowner’s Association, as described on the Plats for each Phase of Coventry referenced above and as set forth in property descriptions provided in the Declaration and Amended Declarations referenced above. “Common Area” shall also include property owned by the Lot Owners as a limited common area, namely the buildings upon each Lot to the extent that they are insured and maintained by the Association pursuant to ARTICLE FOUR, Section 2 and ARTICLE SEVEN, Section 1, but the use and enjoyment of such limited common areas is otherwise confined to the individual Lot Owners with respect to each Lot.

ARTICLE ONE, Section 5 is amended as follows:

“Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, and any phases or additional lands annexed thereto. The definition of “Lot” shall include the limited common area upon each Lot, namely the buildings upon each Lot to the extent that they are insured and maintained by the Association pursuant to ARTICLE FOUR, Section 2 and ARTICLE SEVEN, Section 1, but shall not otherwise extend to the “Common Area” owned by the Association for the use and enjoyment of every Owner.

This the \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
President of Coventry  
Homeowners’ Association

\_\_\_\_\_  
Secretary of Coventry  
Homeowner’s Association