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FORSYTH COUNTY NC FEE \$26.00

PRESENTED & RECORDED

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LYNNE JOHNSON

REGISTER OF DEEDS

BY: CHELSEA B MARTINEZ, DPTY

BK: RE 3794

PG: 3802 - 3805

Drafted by and return after recording to:

Mallory M. Oates

Bell, Davis & Pitt, P.A. (Box 106)

NORTH CAROLINA	)	AMENDMENT TO MODIFIED AND RESTATED
	)	DECLARATION OF COVENANTS, CONDITIONS
FORSYTH COUNTY	)	AND RESTRICTIONS FOR
		COVENTRY PHASE I, COVENTRY PHASE II,
		COVENTRY PHASE III (a/k/a COVENTRY
		COMMONS) and COVENTRY PHASE IV

**THIS DOCUMENT REGULATES OR PROHIBITS THE
DISPLAY OF POLITICAL SIGNS**

THIS AMENDMENT 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 (the "Amendment") is made this the 22nd day of February, 2024, by COVENTRY HOMEOWNER ASSOCIATION, INC., a North Carolina nonprofit corporation (the "Association").

W I T N E S S E T H:

WHEREAS, by instrument entitled "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 dated November 7, 2002 and recorded in Book 2295, Page 2285 in the Office of the Register of Deeds of Forsyth County, North Carolina and amended by that 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 dated November 13, 2003 and recorded in Book 2422, Page 1209 in the Office of the

Register of Deeds of Forsyth County, North Carolina (hereinafter referred to as the “Modified and Restated Declaration”), certain property now owned by the Members of the Association (the “Property”) was made subject to the terms and provisions of the Modified and Restated Declaration; and

WHEREAS, the Members of the Association have the right to amend the Modified and Restated Declaration pursuant to the terms and provisions of Article Nine of the Modified and Restated Declaration; and

WHEREAS, the President and the Secretary of the Association by their execution of this Amendment do hereby certify and confirm that pursuant to the terms and provisions of Article Nine of the Modified and Restated Declaration the terms of this Amendment were duly approved by not less than 66% of the Members of the Association attending either in person or by proxy a special meeting duly called and held for the purpose of amending the Modified and Restated Declaration as set forth hereinbelow; and

WHEREAS, not less than 66% of the Members did approve an amendment to the Modified and Restated Declaration as set forth hereinbelow and such Members do desire to amend and do hereby amend the Modified and Restated Declaration as set forth hereinbelow.

NOW, THEREFORE, the Association, by and with the consent and approval of not less than 66% of the Members of the Association, hereby amends the Modified and Restated Declaration as follows:

1. Article Four, Section 2(r) of the Modified and Restated Declaration is hereby deleted in its entirety and substituted in its place is the following:

“Signage. No sign of any kind shall be displayed to the public view on any Lot, any Limited Common Properties or any Common Properties (including any right-of-way adjacent to such Lot, Limited Common Properties or Common Properties), with the following exceptions:

One (1) sign with dimensions of not more than three feet by two feet advertising any Lot or residence for sale;

Signs with dimensions of not more than three feet by two feet advertising an “Open House” being held on a Lot that is available for sale. Such signage shall be limited to one (1) sign on the Lot that is for sale and one (1) at the neighborhood entrance, both of which may be displayed not more than forty-eight (48) hours prior to the beginning of said “Open House” and not later than one (1) hour following the close of such “Open House”;

One (1) sign on a Lot with dimensions of not more than three feet by two feet displaying an applicable building/construction permit as required by law;

One (1) sign with dimensions of not more than twelve inches by eighteen inches indicating the existence of a home security system on the Lot;

Signs with dimensions of not more than twelve inches by twelve inches indicating that the Lot's lawn has been treated with fertilizer/herbicides or the Lot has been treated with insecticide. Such signage shall to be limited to being displayed not more that forty-eight (48) hours after such application of fertilizer, herbicide or insecticide."

Such other signs as may be placed by the Association regarding speed limits, parking guidelines, or other provisions pertaining to the use and safety of the streets and Common Properties within the neighborhood.

This section of the Modified and Restated Declaration specifically prohibits the display of all political signs, signs advertising a yard sale, garage sale or similar sale or activity and signs advertising a contractor remodeling a residence on a Lot or performing other construction activities or lawn services on a Lot. A "political sign" means a sign that features a candidate for office, or attempts to influence the outcome of an election, including supporting or opposing an issue on the election ballot.

Notwithstanding the above, the Committee may from time to time, in its sole and absolute discretion (i) allow other signs to be displayed which are approved in advance in writing by the Committee if determined by the Committee to be in keeping with the character of the neighborhood and (ii) rescind or withdraw its previous approval of the display of a sign, including a sign which is permitted as set forth above, if the Committee determines that it is in the best interest of the neighborhood that such sign not be displayed.

2. Any capitalized term not specifically defined herein shall have the same meaning ascribed to such term in the Modified and Restated Declaration.
3. Except as amended herein, all the remaining terms and provisions of the Modified and Restated Declaration are hereby ratified and approved and shall remain in full force and effect together with the modifications set forth herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Association has executed this instrument as of the day and year first above written.

ASSOCIATION:

COVENTRY HOMEOWNER ASSOCIATION, INC.

By: Arthur A. Gibel
 Name: Arthur A. Gibel
 Title: President

ATTEST:

Cindy Bay-Wall
 Secretary

STATE OF NORTH CAROLINA)

) SS

COUNTY OF FORSYTH)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: Arthur A. Gibel, *President of Coventry Homeowner Association, Inc., a North Carolina nonprofit corporation.*

Date: 2/22/2024

(Official Seal)

Johni S. Bibbins
 Official Signature of Notary

Johni S. Bibbins
 Notary's printed or typed name, Notary Public

My commission expires: 10/17/2026

