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STATE OF NORTH CAROLINA 0212 COUNTY OF NEW HANOVER

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AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KEY COLONY AT COVIL ESTATES

RECORDED & VERIFIED  
MARY SUE OOTS  
REGISTER OF DEEDS  
NEW HANOVER CO. NC

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KEY COLONY AT COVIL ESTATES (the "Amendment") made by KEY COLONY AT COVIL ESTATES HOMEOWNERS' ASSOCIATION, INC. (the "Association") and it members this 22<sup>nd</sup> of October, 1998.

RECITALS

000103 A. Dallas Harris Real Estate - Construction, Incorporated (the "Declarant") has developed the properties known as Key Colony At Covil Estates (the "Properties").

B. The Declarant executed and caused to be recorded in the New Hanover County Registry (the "Registry") in Book 1667, Page 623 et. seq. a Declaration of Covenants, Conditions and Restrictions (the "Declaration") pursuant to which the Properties were subjected certain covenants, conditions and restrictions.

C. The word "Declaration" as used herein means and refers to the Declaration of Covenants, Conditions and Restrictions recorded in Book 1667, Page 623 et. seq. of the Registry as heretofore amended by certain amendments recorded in the Registry, including without limitation, those recorded in Book 1702, Page 927, Book 1706, Page 1 and Book 1801, Page 1215 of the Registry.

D. The Lot Owners now desire to amend the Declaration as provided in Article XI Section 5 thereof.

NOW, THEREFORE, the Declaration is hereby amended by the Lot Owners as follows:

FIRST AMENDMENT

Amend the 4th paragraph of Section 4 of ARTICLE VII title Maintenance by Association by deleting the existing 4th paragraph and its subparts and inserting in lieu thereof the following:

In addition to the maintenance and repair of the Common Area, the Association, except as hereinafter provided, shall be responsible for and provide for the maintenance and repair of the following:

- (a) All front yards including, without limitation, the shrubs, grass and other perennial

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type landscaping located on each Lot, excluding, however, any type landscaping such as flowers commonly referred to as annuals.

- (b) Painting, from time to time, those parts of the exterior surfaces of the residential dwellings located on a Lot which require painting.

## SECOND AMENDMENT

Amend ARTICLE VII by adding a new Section 5 to read as follows:

"Section 5. Maintenance by Owner. To the extent that exterior maintenance, repair or replacement is not provided by the Association elsewhere in this Declaration, each Owner, at his own cost and expense, shall keep all Lots owned by him, and all improvements thereon, in good order and repair and free of debris, trash and other unsightly conditions all in a manner and with such frequency as is consistent with good property management as determined by the Board of Directors of the Association from time to time. In the event an Owner of any Lot in the Properties shall fail to maintain the Lot, and all improvements thereon, as provided herein, the Association, in addition to any other remedies it may have under this Declaration or under law, after fifteen (15) day written notice to such Owner of such Owner's failure to maintain the Lot, and all improvements thereon or therein, as provided herein, shall have the right to enter upon said Lot to correct said condition and to repair, maintain and restore the Lot, and all improvements thereon to good order and repair and good condition. All costs and expenses together with an administrative fee of fifteen percent (15%) of the aggregate of such costs and expenses, shall be and constitute an assessment upon such Lot and be payable within ten (10) days of the date written notice is given to such Owner of the amount due. If such Owner fails or refuses to pay the Association may collect the assessment in the same manner as for special assessments as provided in Article VI of this Declaration."

## END OF AMENDMENTS

EXCEPT as specifically amended by this Amendment, all the remaining terms, covenants, conditions, restrictions and provisions of the Declaration shall be and remain in full force and effect and are hereby ratified and confirmed.

Attached hereto as Exhibit A and made a part hereof by this reference is the Certification By Secretary certifying that the amendments set forth in this Amendment have been duly adopted by the Lot Owners by requisite vote of not less than sixty-six and two-thirds percent (66 2/3%).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year first above written.

ATTEST

Marge Rhone Secretary

KEY COLONY AT COVIL ESTATES  
HOMEOWNERS' ASSOCIATION, INC.  
BY: [Signature]

President

[Corporate Seal]

