

## AMENDMENT TO ARTICLES OF INCORPORATION DAVENTRY RESIDENTIAL ASSOCIATION, INC.

Pursuant to the approval by a majority of the members of the Daventry Residential Association the following amendments of Articles of Incorporation, duly filed, 12/07/1999, as inst. # 1999-49454, are as follows

### Article VI: BOARD OF DIRECTORS

The two year terms of Vice Presidents Jeff Powell and Heidi Ramey have expired, and they have been replaced by the following, duly elected officers of the Board. The election of new officers was held April 8, 2006, during a general meeting by the Association Membership.

<u>NAME</u>	<u>TERM</u>	<u>ADDRESS</u>
Tonya Turcotte	2 years	836 Daventry Lane Calera, Al 35040
Jean Payne	2 Years	841 Daventry Lane Calera, Al 35040

The business and affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than five (5) directors. Change in the maximum number of Directors shall be permitted by the amendment to the Articles of Incorporation, or by amendment to the Bylaws. The Board of Directors shall be elected by each of the Members of the Association entitled to vote. The names and addresses of the Board Members who have one (1) year\* left of a three year term to serve are as follows:

<u>NAME</u>	<u>TERM</u>	<u>ADDRESS</u>
Michael F. Ghareeb	3 years*	496 Daventry Circle Calera, Al 35040
Wilhelmina Milam	3 years*	830 Daventry Lane Calera, Al 35040
Betty Haggis	3 years*	480 Daventry Circle Calera,. Al 35040

The Directors of the Association shall be elected at the time and manner provided for in the Bylaws.

Among other things, the Board of Directors shall have the authority to make and alter the Bylaws and the further authority to exercise all other powers and to do all the other lawful acts and things which this Association or its Members might do, unless prohibited from doing so by applicable laws, the Declaration, the Articles of Incorporation, or the Bylaws of the Association,

IN WITNESS WHEREOF the undersigned, Michael F. Ghareeb, as President of the Daventry Residential Association, Inc., has hereto set his hand and seal on this the 17 Day of April, 2006.

DAVENTRY RESIDENTIAL ASSOCIATION, Inc.

By:

Michael F. Ghareeb, President

Attest:

Betty Haggis, Secretary

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in for said County in said State, hereby certify that Michael F. Ghareeb, President of Daventry Residential Association, Inc., whose name is signed to the forgoing instrument and who is known to me, acknowledged before me that, being informed of the instrument, he, as such officer, and with full authority, executed same voluntarily for and as the act of said corporation, on the day same bears date.

Given under my hand and the official seal, this the 17th day of April, 2006.

Notary Public

MY COMMISSION EXPIRES MAY 12, 2007



AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS  
FOR DAVENTRY SUBDIVISION

Whereas, Daventry Residential Association, an Alabama Non-profit Corporation, amend the following Protective Covenants of Daventry Residential Association, Inc.

The Protective Covenants are hereby amended to read as follows:

Article II, Section 2.1—The **Architectural Review Committee (ARC)** shall be compose of the **Daventry Residential Association Board of Directors**. The Board has the rights, duties, and functions of the ARC, all of which shall be enforceable by the Association.

Article II, Section 2.4—**No external** improvement shall be erected, placed, altered, maintained or permitted on any parcel until **two copies** of the Development Plan has been submitted **in writing to and approved** in writing by the ARC (Board of Directors). The Development or Improvement Plan must be submitted in writing with the signature of Parcel Owner or its authorized agent.

Article III, Section 3.2q – All driveways must be concrete finish. Parcel Owner is **responsible for repairs to driveway.**

Article III, Section 3.2t – All Parcel Owners are responsible for repairs to concrete sidewalks **from lot line to lot line.**

Article III, Section 3.7—The following(a-f) **shall be located or maintained only at the rear of or behind a dwelling and should not be visible from any public street:**

- a. wood piles
- b. **flagpoles**, bird feeders, wood carvings, and other home crafts or furniture,
- c. **barbecue grills** and other outdoor cooking equipment and apparatus.
- d. Outside clothes lines and other facilities for **drying or airing of clothes and storage houses. Board must approve location plan before installing clothes line and other facilities for drying or airing of clothes and storage houses. Exceptions may be allowed by majority vote of the board.**
- e. Articles such as children's toys, jungle gyms, tree houses, **trampolines, basketball goals** and other outdoor recreational equipment and appurtenances.
- f. **ALLOWED**--Freestanding playhouse, statues, bird baths, water fountain, and garage flagpole are allowed. Location plan and type of freestanding playhouse, birdbath, water fountain, and garage flagpole **must be approved by the board before installation.**



- g. No clothing, rugs or other item shall be hung, placed or allowed to remain on any railing, fence or wall
- h. No rocks, rock walls, fencing or other substance shall be placed on any parcel as a **front or side yard border** or to **prevent vehicles** from parking on or pedestrian from walking on any portion of a Parcel or other limit access.
- i. Lawn and tree clippings **must be bagged** for garbage collection.
- j. Seasonal or holiday decorations shall be removed from any Parcel or dwelling with in **30 days** following the holiday.
- k. **No parking on Lawn or Sidewalk.** No driveway **maybe blocked** by parked vehicle.
- l. Motorized vehicular traffic of any type is **prohibited** on any common area. **motor homes and travel trailers are permitted on pool parking lot** for preparation of trip the day before **departure and the day after returning**, for **unloading and clean up**. Parking lot must be left clean. Request for use of parking lot must be in writing and presented to the board **for approval 48hrs. before use.**

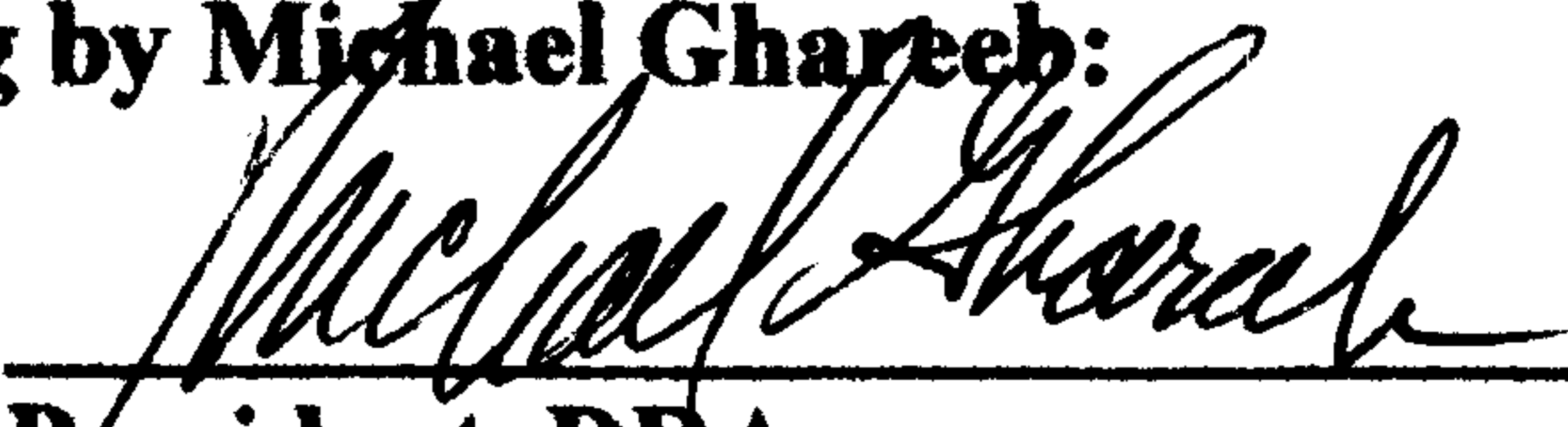
### Article III

**3.18- Signs.** In order to regulate and maintain order concerning signage within the Daventry Subdivision commercial signs, including for rent, for sale, and other similar signs shall not be erected or maintained on any Parcel unless authorized in writing by the Board. The Board may restrict the size, color, and content of all signs. No sign shall be nailed or otherwise attached to trees.

### Article VII

**7.10 – Amendments.** Protective Covenants may be amended in person, or by proxy, at any time by Members attending a meeting convened by the majority of the Board of Directors. Said amendments will be ratified only by the majority of Member's ballots cast prior to, or during, the appropriately scheduled meeting. Only ballots turned in on, or before, the meeting time will be counted toward the majority.


**Adopted by majority vote of the DRA Membership on the 12<sup>th</sup> day of June, 2006.**  
**Submitted for Probate filing by Michael Ghareeb:**

  
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**President, DRA**

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public for said County, in said State, hereby certify that Michael F. Ghareeb, President of the Daventry Residential Association, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the instrument, he, as such officer, and with full authority, executed same voluntarily for and as the act of said corporation, on the day same bears date.

Given under the hand and official seal, this the 12<sup>th</sup> day of June, 2006.

  
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Notary Public

MY COMMISSION EXPIRES MAY 12, 2007