

Proposed Covenant Changes for Regency Communities

The Regency board is proposing three changes to the HOA covenants. These proposed changes **cannot** be adopted without the community voting on them.

There will be one ballot with three items to vote on. Each item on the ballot requires a minimum of 501 in "favor" for change to be adopted.

When voting you may choose to vote "yes" all three changes, "no" on all the changes, or a combination of "yes" and "no" on the changes.

The proposed changes are:

1. Change covenant to ban Air B&B type rentals in our community
2. Add covenant to ban livestock in lots
3. Change covenant to allow the HOA to enforce nuisance and unlawful activity

Change to Ban Air B&B Type Rentals in Our Community.

Full text of proposed change and existing covenant at the end of this document.

We have seen a trend in surrounding neighborhoods of homeowners either converting their entire home or a part of their home into a day-to-day rental. This type of rental is bringing transients, and large day(s) long parties into neighborhoods and is causing disruptions to the daily life of nearby residents.

The change we are proposing would

- Ban Air B&B type rentals
- Terms of lease would have to be for one year
- There is an exception for a one-year lease that becomes a month-to-month lease
- If a shorter-term lease is needed a lessor may appeal to the board for an exception

Acceptance (Vote of Yes) of this change would mean you do not want Air B&B type rentals in the neighborhood.

Questions:

- I need a lease that is less than one year, can I still do this?
 - You can appeal to the HOA board to consider this request
- My lease was for one year and is being continued as a month-to month lease do I need to appeal to the board for this?
 - No. this type of lease is allowed

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Add Covenant to Ban Livestock in Lots

Full text of proposed addition is at the end of this document.

In July 2012 the HOA board enacted a resolution to ban livestock and farm animals from any lot in our community. This was made in response to a trend in people acquiring potbelly pigs, pygmy goats, and chickens as pets. The board considered the housing of livestock/traditional farm animals on a lot to be a noxious and offensive activity that could become an annoyance or nuisance the surrounding homes. Acceptance of this covenant change would make the board resolution more concrete.

Adoption (Vote of Yes) of this new covenant would mean you do not want neighbors keeping potbelly pigs, pygmy goats, or chickens in their back yards.

Change Covenant to Allow the HOA Enforcement of Nuisance and Unlawful Activity

Full text of proposed change and existing covenant is at the end of this document.

The HOA covenants are very old. It is **common** for newer HOAs have this as part of their covenants. The amendment to allows the HOA to enforce local ordinances/laws. The HOA would treat these as a violation of our covenants.

The HOA would not be enforcing suspected criminal activity, for something like this you would contact the police.

The Town of Cary has local ordinances while on the books they do not actively enforce.

This would provide residents a method of anonymously expressing a concern to the HOA.

Example 1:

This amendment will allow the Board/HOA to enforce violations of criminal law, if necessary. For instance, if a property becomes a drug haven, complete with repeated charges of selling or use of illicit drugs, the Board/HOA would have the authority to fine the homeowner up to \$100/day for such activity. In many cases, this action is necessary to force a homeowner to evict a tenant engaging in such activity or for the homeowner to cease this activity. This does not imply that it is the Board's duty to enforce criminal laws in the community, which is clearly the job of police; only that this is a tool that the Board may use to prevent continued criminal activity if it becomes a problem for the neighborhood.

Example 2:

The Town of Cary does not allow the storage of play equipment at the curb or in the street. When items are stored on the street it becomes a safety issue for emergency vehicles and is unsightly. When these instances are expressed to the HOA the HOA issues the offender a violation and asks to have the items removed.

Acceptance (Vote of Yes) of this change would mean that you would like the HOA to enforce these local ordinances.

Questions:

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- My neighbor frequently has parties, the police have been called to break up the parties; this activity has been documented. What can the HOA do to assist in keeping the peace?
 - You may contact the HOA. The HOA would have the authority to fine the homeowner \$100 a day to make the activity cease.
- I believe someone has broken the law do I contact the HOA?
 - No. You should contact the appropriate authorities
- My neighbor has a loud party going on, who should I call?
 - You should contact the police.
- My neighbor's dog barks all day long, should I contact the HOA?
 - No. This is an issue for Town of Cary Animal Control
- My neighbor is keeping a soccer goal in the street and never brings it in who should I contact?
 - You may want to talk to your neighbor first
 - You can anonymously express your concern to the HOA or contact the Town of Cary or do both.

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PROPOSED AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMBRIDGE AND WYNDFALL

1) LEASING AMENDMENT: IT IS PROPOSED that Section 3 of Article II be deleted and a new Section 3 be replaced as follows:

Section 3. Leases of Lots. Any Lease Agreement between an Owner and a lessee for the lease of such Owner's Lot shall be in writing and shall be for a term of not less than twelve (12) months, which may continue on a month-to-month basis after the initial term. No Lot, nor portion thereof, shall be used for transient hotel purposes, including but not limited to Air Bnb-type rentals. All leases shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws, and any rules and regulations adopted by the Association and that failure to comply with such provisions shall be a default under the terms of the Lease. The Board of the Association has the specific authority to adopt reasonable rules and regulations to implement the provisions of this Section and to provide for waivers of this Section in cases of undue hardship, such determination to be made at the sole discretion of the Board.

The covenant as it is now:

Section 3. Leases of Lots. Any Lease Agreement between an owner and a lessee for the lease of such Owner's Lot shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and By-Laws of the Association and that any failure by the lessee to comply with the terms of such document shall be a default under the terms of the lease. All leases of Lots shall be in writing. other than the foregoing there is no restriction on the right of any Owner to lease his Lot.

2) LIVESTOCK AMENDMENT: IT IS PROPOSED that a new Section 11 be added to Article VI as follows:

Section 11. Livestock. No livestock, including but not limited to cows, goats, llamas, horses or pigs, nor poultry, including but not limited to turkeys, chickens, ducks, guineas, or peacocks, shall be raised, bred, or kept on said Lots.

This would be a new covenant, there is no existing covenant that would be changed.

3) UNLAWFUL ACTIVITY AMENDMENT: IT IS PROPOSED that Section 3 of Article VI be deleted and a new Section 3 be replaced as follows:

Section 3. Nuisance and Illegal Activity. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any activity be done or allowed to remain upon any Lot that is in violation of any Federal, State, or local law or ordinance. There shall be no storing or parking of inoperative motor vehicles nor maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.

The covenant as it is now:

Section 3 Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including, without limitation, the storing or parking of inoperative motor vehicles or the maintenance of or repair to motor vehicles except within completely enclosed garages constructed in conformity with these covenants and applicable laws and ordinances.