

Prepared by and return to:
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NORTH CAROLINA
JOHNSTON COUNTY

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR REGAL POND
SUBDIVISION**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR REGAL POND SUBDIVISION is made
this the 20th day of ~~September~~, 2023.
October,

WITNESSETH:

WHEREAS the Declaration of Covenants, Conditions and Restrictions for Regal
Pond Subdivision (hereinafter "Declaration"), was recorded July 23, 2018 in Book 5187,
Page 463 of the Johnston County Registry; and

WHEREAS, Article XII, Section 6 of the Declaration provides that the
Declaration may be amended by the written agreement or vote of not less than sixty-
seven percent (67%) of the Lot Owners; and

WHEREAS, the Board of Directors of Regal Pond Homeowners Association, Inc.
(hereinafter "Association") proposed certain amendments to the Declaration deemed to
be in the best interest of the community; and

WHEREAS, a written ballot was mailed to each member of the Association with
a return by date of June 30, 2023, at which time, more than sixty-seven percent (67%) of
the Lot Owners voted in favor of the restrictions;

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Covenants, Conditions and Restrictions for Regal Pond Subdivision is hereby amended as follows, and that except as herein provided, all other remaining provisions of the Declaration of Covenants, Conditions and Restrictions for Regal Pond Subdivision are ratified and confirmed in every respect:

1. THAT that the following grammatical errors be corrected in the Declaration as follows:

Article II Section 4 after "... fees, shall be" insert "...a
 Article III, Section 4, add a period after "... Act"
 Article IV, Section 2: delete "overall" insert "over all".
 Article VI Section 2, Class B Delete... "voles", Insert ... "votes".
 Article VII Delete ... "less" insert, ... "fewer"
 Article VIII, Section 1., delete semi-colon Insert period
 Article VIII, Section 2, delete "less" insert "fewer"
 Article VIII Section 5 delete "Clayton", insert "Johnston County"
 Article VIII, Section 6, after "...any Lot" insert a period
 Article VIII, Section 7: Delete "Clayton", insert "Angier"
 Article XII, Section 1. Delete "die" insert "the"
 Article XII Section 5, line 3, delete "often" insert "of".

2. THAT that the first paragraph of Article II, Section 3 be deleted and replaced with the following first paragraph of Article II, Section 3:

Section 3. Budgets: Amount of Assessments. The Association is at all times empowered to levy assessments against the Lots and Living Lot or Living Units and the Owners of Lots and Living Lot or Living Units within the Properties for the payment of Common Expenses. Notwithstanding the foregoing, for calendar year 2018, the maximum annual assessment per Lot is \$420 and the maximum annual assessment per Living Lot or Living Unit is \$420. The "Maximum Annual Assessment" for each subsequent Fiscal Year shall be set by the Board of Directors in an amount not to exceed One Hundred Ten Percent (110%) of the previous years' Annual assessment. Any larger increase must be approved by a majority vote of those Members present in person or by proxy at a meeting duly noticed and called for the purpose of increasing the Maximum Annual Assessment. The quorum requirement for any such meeting shall be 2/3 of the total votes of the Members.

3. THAT that Article V, Section 3 should be deleted and replaced with the following Article V, Section 3:

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, his right of use and enjoyment to the Common Areas and Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

4. THAT that a new Section 5 be added to Article V as follows:

Section 5. Rental Restrictions. Each Lot or Living Unit is hereby restricted to residential use by the Owner thereof, his immediate family, guests and invitees. No Lot or Living Unit shall be used for transient hotel purposes, including but not limited to Airbnb-type rentals, nor may any Lot or Living Unit be leased for less than the entire Lot or Living Unit. No Lot or Living Unit may be occupied in excess of the allowable occupancy limits established by Johnston County. All Lot or Living Units must be owner-occupied and may not be leased to any person or entity. "Owner-occupied" shall have that same meaning as is currently established by the Federal Housing Administration (FHA). All Lot or Living Units which are currently leased as of the date of the filing of this Amendment shall be "grandfathered" under this provision and may remain leased properties only for so long as the Lot or Living Unit remains leased. Any period lasting longer than sixty (60) days wherein the Lot or Living Unit is not leased or occupied by a tenant shall nullify the "grandfathered" status of the Lot or Living Unit under this provision. Any Owner leasing his Lot or Living Unit may be held liable for violations of the Governing Documents by the imposition of fines, the assessment of damages, or injunctive relief, and may be held liable for violations committed by his tenants. The Board of Directors has the authority to grant hardship exemptions to this provision, provided that the Owner must have resided in the Living Unit for at least two (2) years) and has experienced changed conditions, personal or economic. Such hardship exemption shall only be granted for a maximum of two (2) years. The Board of Directors has the specific authority to adopt reasonable rules and regulations to implement the provisions of this Section.

5. THAT that the second paragraph of Article VII, Section 1 be deleted and replaced with the following second paragraph of Article VII, Section 1:

These standards and guidelines shall be administered by the Declarant or its designee(s) until such time as dwellings have been constructed upon all of the Lots and conveyed to Owners other than Builders, or until such time as the Declarant or its designee shall delegate such responsibility to an architectural standards commit (hereinafter referred to as the "Architectural Review Board" or "ARB") composed of not less than three (3) Member of the Association to be

appointed by the Board of Directors. Once Declarant Control Period is over, any reference in this Article VII or Article VIII to the power of Declarant to approve any architectural change or alteration, or to approve or alter any Use Restriction, shall automatically be vested in the ARB or the Board of Directors, as may be determined by the Board.

6. **THAT that Article VII, Section 2(b) be removed in its entirety.**

7. **THAT that Article VIII, Section 1, be deleted and replaced with the following Article VIII, Section 1:**

Section 1. Land Use and Building Type. No lot shall be used except for single-family residential purposes; provided, however Builders may use any Lot owned by Builders as a temporary sales office, and/or model for the purposes of carrying on business related to the development, improvement and sale of property in the Properties. Single-family residential purposes shall not be construed so as to prohibit home offices for business use, only for so long as such business use does not create any increased vehicular traffic to the Properties, and such use complies with county Code. No structures shall be erected or allowed to remain on any Lot except for one detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height, exclusive of basement, and a private (enclosed) garage capable of containing not less than two (2) nor more than three (3) mid-sized cars and (with the approval of the ARB) any such accessory buildings as may be approved in writing by the ARB.

8. **THAT that Article VIII, Section 3, be deleted and replaced with the following Article VIII, Section 3:**

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, but not limited to noxious odors, or noise in excess of levels permitted by county Code, or 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 Governing Documents and applicable laws and ordinances

9. **THAT that Article VIII, Section 8 be deleted and replaced with the following Article VIII, Section 8:**

Section 8. Parking. No automobile, truck, trailer, RV, camper, or other vehicle of any kind shall be parked on any public street abutting the Properties unless a variance is granted by the Board of Directors or the Architectural Review Board.

This restriction shall only apply to residents within the Properties and shall not apply to guests, provided that guest parking shall not be permitted in the street for periods longer than seven (7) days. No trucks, trailers, boats, RVs, campers, commercial vehicles, or junked, dismantled, wrecked, unregistered or abandoned vehicles may be parked on any Lot without the prior approval of the Board of Directors or the Architectural Review Board. Such approval may only allow parking on the side or in the rear of the Lot, and the Board of Directors or the Architectural Review Board may require screening of such vehicle, boat, camper or trailer from view from the street or adjacent Lots.

10. THAT that Article VIII, Section 11, be deleted and replaced with the following Article VIII, Section 11:

Section 11. Swimming Pool. All swimming pools must be located in the rear yards of any dwelling and approved in writing by the ARB. All pools must be fenced in accordance with county and state regulations, and such fencing must be approved by the ARB in accordance with this Article.

11. THAT that Article VIII, Section 12, be deleted and replaced with the following Article VIII, Section 12:

Section 12. Accessory Buildings. No accessory building of any nature whatsoever (including, but not limited to, detached garages, storage buildings, dog houses, greenhouses, chicken coops, gazebos, etc.) shall be placed on any Lot without the prior written approval of the ARB, which shall have the sole discretion for the location and type of any such accessory building which shall be permitted on any Lot. Accessory buildings shall have an exterior finish of vinyl siding or any other material as may be approved in writing by the ARB. Metal storage buildings shall not be permitted, nor shall any accessory building be built using old or previously used materials.

12. THAT that Article VIII, Section 13, be deleted and replaced with the following Article VIII, Section 13:

Section 13. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, kept, or allowed to remain on any Lot, with the following exceptions:

- 1) No more than four (4) dogs may be kept by an Owner, and any dogs that are kept shall be housed inside the dwelling;
- 2) No animals, livestock, or poultry shall be kept, bred, or maintained for any commercial purposes;
- 3) Household pets, in addition to the 4 dogs allowed in subparagraph 1 may be kept and maintained provided they are housed inside the dwelling;

- 4) Any fence enclosure, including invisible electric fences, must be approved in writing by the ARB;
- 5) No animals shall be kept, chained, or tied to a stake of any kind;
- 6) No person shall keep, permit, and/or cause the keeping of any animal otherwise allowed which habitually or frequently makes sounds, cries, or other utterances as may disturb the quiet, comfort or repose an any person within the Properties;
- 7) Any Household Pet that is not on the Owner's Lot shall be on a leash and accompanied by a responsible person;
- 8) No "runs" shall be erected or permitted on any Lot;
- 9) No pot-belly pigs may be kept on any Lot; and
- 10) Not more than six (6) laying hens may be kept and contained on an Owner's Lot; provided than the location and design of the enclosure must be approved in writing by the ARB. No roosters may be kept on any Lot.

13. THAT that Article VIII, Section 15, be deleted and replaced with the following Article VIII, Section 15:

Section 15. All-Terrain Vehicles. No all-terrain vehicles, dirt bikes, golf carts, or go-carts, or any other such vehicle, shall be permitted to operate on any street or Lot within the Subdivision, except golf carts that are properly authorized and/or licensed for operation on public streets and operated by a licensed driver, may be driven within the Subdivision.

14. THAT that a new Section 17 be added to Article VIII as follows:

Section 17. Trash Cans. No trash or recycling cans, bins, or bags, or any other form of refuse or debris may be stored so as to be seen from the street, unless it is screened as may be approved in the sole discretion of the ARB.

15. THAT that a new Section 18 be added to Article VIII as follows:

Section 18. Visual Obstruction. No trees, shrubs, structures, or signs, or any other item shall be placed within twelve (12) feet of any street in the Subdivision so as to obstruct the view of the street from any driveway.

16) That this Amendment shall be effective upon the recordation in the Office of the Register of Deeds of Johnston County;

17) That, except as herein provided, the remaining provisions of the Declaration, as amended, are hereby ratified and affirmed in every respect.

IN WITNESS WHEREOF, the Board of Directors of Regal Pond Homeowners Association, Inc. has caused this instrument to be signed and executed on the date stated hereinabove.

REGAL POND HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

STATE OF NORTH CAROLINA
COUNTY OF Johnston

I, the undersigned Notary Public of the County and State aforesaid, certify that JASON HORAY personally came before me this day and acknowledged that he is the President of the **REGAL POND HOMEOWNERS ASSOCIATION, INC.** a North Carolina Non-Profit corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 10th day of October, 2023.

Ravali Pendyala
Notary Public

My Commission Expires: 08/16/2028

