

State of North Carolina

County of Wake

Amendment to Declaration of Covenants,
Conditions, and Restrictions for Renaissance
Cottages at Regency Owners Association Inc.

After recording, return to: Brian S. Edlin, P.O. Box 10669, Raleigh, NC 27605

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Renaissance at Regency Cottage Homes, is made this 10th day of March, 2026 by the Renaissance Cottages at Regency Owners Association, Inc. ("Association").

WITNESSETH:

THAT WHEREAS, the Declarant caused to be recorded the Declaration of Covenants, Conditions and Restrictions for Renaissance at Regency Cottage Homes at book 12823, page 2328 of the Wake County Registry which Declaration as amended (hereinafter, "Declaration");

WHEREAS, Article XIV, Section 3 allows the Declaration to be amended by not less than sixty-seven percent (67%) of the Lot Owners;

WHEREAS, the membership desires to amend the Declaration to make changes to Article VIII, Section 3 of the Declaration related to leasing;

WHEREAS, not less than sixty-seven percent (67%) of the Lot Owners in the Association have approved this Amendment.

NOW, THEREFORE, the undersigned does hereby declare that the Declaration of Covenants, Conditions and Restrictions for Renaissance at Regency Cottage Homes shall be amended as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by this reference as if fully set forth herein.

2. To amend Article VIII, Section 3 of the Declaration by deleting such section in its entirety and replacing it with the following:

Section 3. Restrictions on Rentals. Leasing of dwellings for any of the following purposes

is hereby prohibited:

- (a) by an Owner who has not regularly occupied the Dwelling as the Owner's primary residence for a period of twenty four (24) months from the date of purchase, and had no future intent to do so;
- (b) by an Owner who has not regularly occupied the Dwelling as the Owner's primary residence for a period of twenty four (24) months from the date of purchase, and who enters into a lease with a tenant that gives the tenant the option to purchase the Dwelling during, or at the end of the term of the lease;
- (c) by an Owner where the primary purpose of the ownership of the Dwelling is for commercial purposes in that the Dwelling is intended primarily for lease to tenants and not for occupancy by the Owner as the Owner's primary residence
- (d) by an Owner who has not lived in or regularly occupied the Dwelling as the Owner's primary residence for a period of twenty four (24) months from the date of purchase and has not, thereafter, obtained the consent of the Association to lease their Dwelling as set forth herein

Notwithstanding the foregoing, the Declarant, or Affiliate may lease any Dwelling owned by Declarant for a period not to exceed one (1) year in connection with the sale of a Lot. Except as provided for herein, in order to be allowed to lease a Dwelling, an Owner must reside in the Dwelling as its principal residence for a period of at least twenty-four (24) months. After such period, an Owner may apply to the Board to lease their Dwelling which permission from the Board may be withheld in their sole discretion.

No Dwelling may be leased without express written consent of the Board. An Owner desiring to lease their Dwelling shall apply to the Board for permission to do so. In the event the Board grants permission to lease a Dwelling, no Dwelling shall be leased, rented, assigned, sub-leased, or licensed for transient or hotel purposes, including without limitation, through such online platforms as Homeaway, Airbnb or VRBO. Subject to the limitations set forth above, an Owner may nevertheless lease the entire Dwelling, if granted permission from the Board, provided that each lease (i) must be in writing, (ii) must be for a period of not less than twelve (12) months, and (iii) must provide that it is subject to this Declaration and the Bylaws and that any failure by a tenant to comply with such shall be a default under the lease. If granted permission by the Board, the Owner shall provide the Association with a copy of any and all leases entered into by the Owner within five (5) days after the lease commencement date.

Owners currently leasing a Dwelling at the time of recordation of this amendment, whether the Owner has regularly occupied the Dwelling or not, may continue to lease their Dwelling until their Dwelling is sold, at which point the Dwelling shall be subject to the restrictions stated herein preventing an Owner from leasing a Dwelling that does not meet the conditions set forth in Subsections (a) through (d) above.

3. This amendment shall be effective upon recordation in the Office of the Wake County Register of Deeds.

4. Except as amended hereinabove and heretofore, the remaining portions of the Declaration as originally recorded are hereby restated and reacknowledged.

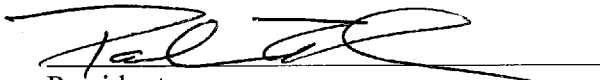
IN TESTIMONY WHEREOF, the Association has caused this instrument to be executed in their individual and corporate names as of the day and year first above written.

CERTIFICATION OF VALIDITY
OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR RENAISSANCE AT REGENCY COTTAGE HOMES

By authority of its Board of Directors, the undersigned officers of the Renaissance Cottages at Regency Owners Association, Inc, hereby certify that the foregoing instrument has been duly adopted and approved by the requisite percentage of Owners of Lots in Renaissance Cottages and is, therefore, a valid amendment to the existing Declaration of Covenants, Conditions and Restrictions for Renaissance at Regency Cottage Homes.

RENAISSANCE COTTAGES AT REGENCY OWNERS' ASSOCIATION, INC.

By:


President

ATTEST:

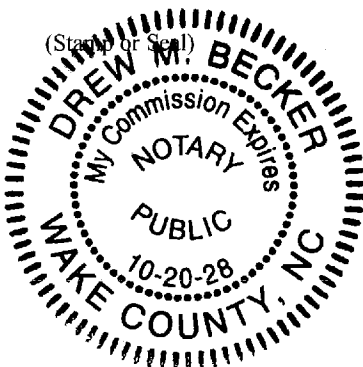

Secretary

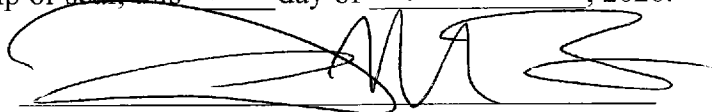
STATE OF NORTH CAROLINA
COUNTY OF WAKE

ACKNOWLEDGMENT

I, DREW M. BECKER, a Notary Public of the County and State aforesaid, certify that RONALD DAVID VENEZIE personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of Renaissance Cottages at Regency Owners Association, Inc., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and attested by as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 16th day of MARCH, 2026.





Notary Public

Printed Name: DREW M. BECKER

My commission expires: 10/20/2028