



**IMPORTANT MEMORANDUM REGARDING YOUR PROPERTY IN THE CREEKSHIRE
HOMEOWNERS ASSOCIATION**

To: Members of the Creekshire Homeowners Association.
From: Steven Black, Attorney for the Association
Date: September 30, 2025
Subject: Proposed Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Creekshire

This law firm represents the Creekshire Homeowners Association. (“Association”). In the board of director’s continuing efforts to protect and preserve the property values within the Association, it has proposed to amend the Amended and Restated Declaration of Covenants, Conditions, and Restrictions (“Declaration”) for the community.

The full text of the proposed amendments are shown on the enclosed Consent Forms, but in summary the proposed amendments will:

- Prohibit new title owners from leasing their property for the first twelve months of ownership (“Waiting Period”). This will discourage investors from buying and immediately leasing in the community, while at the same time preserving the right of owners to lease so long as they have owned their home for more than twelve months. There are two limited exceptions where the Waiting Period is not required:
 - If an owner transfers the lot to a company, LLC, trust, or other legal entity for which they are the principle or trustee there is no new Waiting Period. Some homeowners may do this for liability protection or estate planning purposes and since the same homeowner is still involved the transfer does not require a new Waiting Period.
 - If the transfer is due to the death of the title owner. For example, if an owner dies and their children inherit the property there is no Waiting Period.
- Prohibit any person registered or required to register as a sex offender to become a title owner, resident, or occupant in the Association.
- Prohibit the use of property within the Association to be used or occupied as a half-way house.

The proposed amendments that obtain approval from at least 67% of the total votes in the Association it will pass, be recorded, and will be enforceable.

The board of directors request your support and for you to return your Consent Form by _____, 2025.

**CONSENT FORM FOR PROPOSED AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CREEKSHIRE
HOMEOWNERS ASSOCIATION**

The following underlined language to be added and the ~~stricken~~ language to be removed to the following provisions of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

Exhibit C, Paragraph 4. Leasing of Lots

(c) No Lot shall be leased for the first twelve (12) months immediately after acquisition of title by any Owner ("Waiting Period"). For clarification and to remove doubt, this Section is to prevent new owners from leasing the Lot for the first twelve (12) months of title ownership but to allow all Owners that have held title for more than twelve (12) months to lease their Lot, subject to the other restrictions and rules herein. Conveyance of a Lot by an Owner to a legal entity in which the Owner is a principal or trustee, or acquisition of a Lot as a result of the death of an Owner, by probate or other means of inheritance, evidence of which shall be provided to the Association, shall not be deemed an interruption of the Waiting Period, nor shall it necessitate a new Waiting Period if the Owner had already satisfied the ownership obligation. In the event that a Lot is leased for any period of time in violation of this mandatory Waiting Period, the Waiting Period shall be immediately tolled and any time which elapses while the unpermitted lease remains in effect shall not count toward satisfaction of the Waiting Period.

[] AGREE TO AMEND

[] DO NOT AGREE TO AMEND

Please return this document by _____, 2025 email to sedson@camsmgt.com, or by First Class Mail to:

Creekshire Homeowners Association.
c/o CAMS
1612 Military Cutoff Road
Chapel Hill, NC 28403

ALL TITLE OWNERS ON THE DEED MUST SIGN.

Signature of Owner

Printed Name

Date

Signature of Owner

Printed Name

Date

Property Address: _____

**CONSENT FORM FOR PROPOSED AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSHIRE HOMEOWNERS
ASSOCIATION INC.**

The following underlined language to be added to Exhibit C of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions:

Section 5. Sex Offenders. No person listed as a registered sex offender, or who is required to register as a sex offender, within the state of North Carolina may be a member of the Association, own title to property within the Association, or reside on or occupy a Lot within the Association. Moreover, no person adjudicated as a sexual predator may own title to property within the Association, occupy, or reside on a Lot within the Association.

The clear intent of this strict prohibition is to prevent registered sex offenders, persons who are required to be registered sex offenders, and sexual predators from owning, leasing, occupying, or residing on any Lot within the Association.

Section 6. Use of Property. No lot within the Association shall be used as a halfway house, juvenile home, group home, detention center, detention home, temporary shelter, long-term shelter, institution, treatment facility or rehabilitation center of any kind.

No lot within the Association shall be used to house persons addicted to or recuperating from the effects of or addiction to drugs or alcohol or persons adjusting to non-prison life, including but not limited to pre-release, work release, probationary programs or juvenile detention.

This Section is intended to prevent the use of property within the Association for, by way of illustration and not limitation, protection, detention, or rehabilitation of drug addicts, criminals, juveniles, homeless persons or other similarly situated persons. It is not the intent of this provision to prevent the owners of the lots, their spouses, children, or legal relatives from undergoing medical, therapeutic, rehabilitation or treatment at home.

[] AGREE TO AMEND

[] DO NOT AGREE TO AMEND

Please return this document by _____, 2025 email to sedson@camsmtg.com, or by First Class Mail to:

Creekshire Homeowners Association.
c/o CAMS
1612 Military Cutoff Road
Chapel Hill, NC 28403

ALL TITLE OWNERS ON THE DEED MUST SIGN.

Signature of Owner

Printed Name

Date

Signature of Owner

Printed Name

Date

Property Address: _____