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October 4, 2022

Dear Weathersfield Homeowner:

For the past two years the Annual General Meeting was held via mail-in ballots, questions, and comments. We are going to have an in-person this November 5, 2022!

The packet you are receiving includes documentation concerning the two ballots. One is for the Rental Cap, and one is for the Director positions.

1. Letter from President Dave Spencer
2. Reports from Committee Chairs
3. Reports from Treasure Hoyt Taylor including the 2023 Budget
4. A proxy if one cannot attend the AGM personally
5. Extensive information about the Rental Cap that must receive seventy-eight votes to pass
6. A ballot and envelope for the Rental Cap vote
7. A ballot for the Directors' vote

**Important dates: AGM on November 5, 2022, at the Gathering Place at 2:30 pm; votes for Directors due by AGM date; votes "yes or no" for the Rental Cap due by December 2, 2022. Ballots may be placed in the WSG mail kiosk or mailed to Mill House Properties.**

The Board is looking forward to seeing all owners at this important Annual General Meeting.

Sincerely,

Peggy Akers

WSG Community Manager

# WEATHERSFIELD

*at Fearrington Village*

## **Introduction for the Annual General Meeting (AGM)**

This will be the first in-person AGM since the start of the pandemic and while we now have access to vaccines, including to the most recent versions of COVID-19 and the incidence of cases is declining, we will ask participants to continue to wear masks indoors for the protection of all. Nevertheless, it will be very welcome to be able to see each other face-to-face once more, renew acquaintances and discuss what is important for our community. I urge you all to attend if you can.

This year has been marked by an increased emphasis to uniform preventative maintenance programs in building maintenance and utilities with an eye to catching as many problems as we can before they get worse and become much more expensive to deal with. New issues in architectural control have been addressed, such as electric car chargers and variations in porch design. Now that the rejuvenation project from 2021 in landscaping has borne fruit, replacement of any damaged plants has continued this year, along with routine maintenance and the tree pruning required following the 2021 fall tree survey.

2022 actual expenditures compared to the operational budget remain in good shape. Reserves continue to be built to address major projects such as the parking lot paving done last year, more paving to be done in 2024 as well as roof replacements beginning in 2027, all foreseen and updated from the 2018 reserve plan. Long term membership fee and reserve expenditure planning has been done with an eye toward keeping a positive balance and avoiding the need for any special assessments.

Two board Director positions are expiring this year (Bob Sydell and David Piet) and the board has re-nominated David Piet following his very active and welcome tenure. After years of diligent service on the board, Bob Sydell has decided to step down and the board has nominated John Tyrrell (currently a member of the Utilities committee) in his place. Your AGM package has bios on both individuals and a ballot form. There are also opportunities for nominations from the floor and write-in candidates. Please return the ballot form at the end of this November 5 AGM meeting. If you cannot attend, please give your proxy to a trusted neighbor who can.

Finally, this packet also contains a Covenants amendment draft addressing the adoption of a rental cap. Please read through these materials and note that those ballots have a different due-date (December 2), although they may be returned at any time from October 4. The board recommends this change and we will need 75% of our 104 households to approve it, which is 78.

Sincerely,

*David Spencer*

David Spencer, Weathersfield Service Group (WSG) VI Homeowners Association President

**Weathersfield Service Group VI 2022 Annual Meeting**  
**Saturday, November 5, 2022, 2:30 pm at the Gathering Place**

**Agenda**

- |             |  |
|-------------|--|
| 2:30        | Call to Order; Introductions   |
| 2:40        | Committee Reports <ul style="list-style-type: none"><li>• Architecture</li><li>• Building Maintenance</li><li>• Insurance</li><li>• Landscape</li><li>• Utilities</li></ul>  |
| 3:20        | Treasurer's report <ul style="list-style-type: none"><li>• 2022 actuals vs budget</li><li>• 2023 budget and proposed 2023 dues</li><li>• Long-term plan for operational costs and reserves in anticipation of projects called for in the reserve study</li></ul> |
| 3:45        | Rental cap amendment proposal and questions from residents   |
| 4:15        | Nominations, candidates' introductions   |
| 4:30        | Vote for candidates  |
| 4:45 - 5:00 | Meeting concludes with election results  |

**Weather Service Group IV  
Annual Architecture Committee Report  
September 2022**

In the past year, two EV charging stations, three screened porches, two decks, one roof vent pipe and one attached gas grill have been approved and completed or substantially completed.

I want to thank all of you for your cooperation.

Before submitting your request form for property modification, I urge you to carefully read the covenants.

Steve Krasnow, Chair

Sheila Creth and Bob Spillane, Committee Members

**Weathersfield Service Group VI**  
**Annual Building Maintenance Committee Report**  
**September, 2022**

Due to the age of the community, building maintenance efforts this year have focused on shifting to a more preventative approach than simply repairing problems as needed. That applies particularly strongly to garage and roof maintenance, which along with porch repair are the most expensive normal operational problems to address.

CTI was contracted to inspect all roofs in the community in order to find problems in advance and address them, hopefully before leaks can occur. Extensive repairs were done.

Similarly, Open Door Policy was selected as contractor to provide a more uniform approach to garage repair and to make certain that all required features are operational. This year, all garages in Swim & Croquet were inspected and repaired to those standards, along with any garages that were reported to be in need of repair. In 2023, another large proportion of garages will have the same sort of preventative care. This will continue over the next three years until all garages have been brought up to the new standard.

Over time, tree roots have grown and made some of our sidewalks difficult to navigate. CTI inspected several areas of concern, marked the more minor areas and repaired two spots that were particularly problematic.

Porch repairs have increased over time due to age but also to some of the construction materials used (e.g., nails instead of wood screws). Porches now being repaired are shifting to better materials (screws and uniform use of pressure-treated wood) to lengthen their life span.

All houses were pressure-washed this year and termite inspections are again being conducted this month.

The committee is chaired by Larry Layton and includes Bob Spillane and Sheila Creth. Steve Krasnow also supports the team.

## **Weathersfield Insurance Committee 2022 Annual Report**

Status: September, 2022

There have been no claims so far this year against our insurance policies. As stated last year, the deductible on this policy is \$10,000. Property owners are once again advised to make sure their own condo insurance policy (Homeowners 6 form) covers the cost of that deductible.

The 2021 HOA cost for insurance premiums for the term of April 1, 2022 to March 31, 2023 is \$52,565 vs. a budget of \$55,000 and vs. a cost the previous year of \$49,180. The total premium of \$52,565 is made up of the premiums for three separate policies: a property and general liability (P&GL) policy (\$49,391, including fees for quarterly payment schedule), an umbrella policy, providing additional liability insurance (\$1,500) and a directors and officers policy (D&O - \$1,674).

These premiums and policies were achieved with a thorough bidding process involving three separate insurance agencies, including the Seagroves Agency, which won the bid. The P&GL, along with the umbrella policy are provided through Harford Insurance while the D&O policy is through Westchester, brokered by Hanover. The P&GL is by far the most expensive policy and although Harford was judged the best for both coverage and premium price, a second competitive bid was received, in contrast to the previous year. Given the age of the community, the decreasing flexibility insurance agencies have over premiums and the high inflation seen this year, impacting building supplies in particular, it is likely that these costs will increase next year despite the lengths we go to in our request for proposals documents to point out the care we take in maintenance of buildings, landscaping and routine tree monitoring and care.

Late this year, the committee will once again initiate a competitive bidding process, leveraging the learnings from our last bidding process, in order to achieve the lowest premium for the necessary level of coverage.

# **Weathersfield Service Group VI**

## **The Committee on Communications**

The Communications Committee has two primary missions. It endeavors to provide timely information to homeowners and residents to enhance the already high value of living in Weathersfield. Just as importantly, the Committee welcomes newcomers to our wonderful community.

This latter mission, welcoming newcomers, continues to be a primary duty for all committee members. We welcomed four new residents to Weathersfield with a personal visit by a committee member who is also a close neighbor. The new resident is left with a WSG Welcome Packet which contains a welcoming letter from our WSG President, a page outlining “What a New Weathersfield Resident Needs to Know Right Away,” a “Reminder on Key Items within the Weathersfield Covenants,” a guide to the Weathersfield website, the “Maintenance Responsibility Chart,” and a guide to trash and recycling collection.

The Committee produces a quarterly one-page, hard copy WSG Reminders bulletin that committee members deliver to each front door. A copy is also posted on our website. The quarterly Reminders tell residents what is scheduled to happen in the next three months and reminds readers of procedures and processes that help life in Weathersfield flow a little smoother for everyone. For example, recent Reminders included information on how to manually open garage doors, the need to obtain approval from the Architecture Committee before making most changes to the exterior of buildings and the importance of keeping dryer vents clean.

The Communications Committee maintains the official website for the Weathersfield Service Group (WSG), [www.weathersfieldsg.org](http://www.weathersfieldsg.org). It is the primary tool for the WSG Board to provide timely information to homeowners and residents of our community. The website highlights current and upcoming Weathersfield activities and events, including major landscaping and other service projects, and official Board proceedings. It alerts readers to important non-Board activities, as well. For example, the past and upcoming Fall Picnics have been promoted on the website. The website also maintains an archive of the Annual General Meeting and Board agendas, official minutes, financial reports, and other WSG documents.

The Communications Committee deputy chair is Jo Bolig and the editor of the WSG Bulletins is Dinah McAllister. Other Committee members are Joyce Brennan, Barb Sydell, Paul Bolig, Mariana Fiorentino, Linda Grills, Steve Krasnow, Barbara Layton, Doug McAllister and Mary Ellen Sweeney. Thank you all for your great service this year.

Dan Green  
Chair, Communications Committee  
September 2022



## UTILITIES COMMITTEE AGM REPORT SEPTEMBER 2022

### COMMITTEE MEMBERS

Bob Sydell, David Spencer, John Tyrell, Bob Watkins

### ACTIVITY SUMMARY

#### Sewer System

In previous years we have inspected sewer lines and made repairs as needed. In 2022 we began a 4 year program to inspect  $\frac{1}{4}$  of our sewer lines each year. As our sewer system infrastructure ages we need to continue to inspect and make repairs as needed. This ongoing preventative maintenance inspection has helped to prevent any sewer line backups.

#### Storm Water/Drainage

We continue to raise concrete flat top drains as needed. We are also scheduling work on additional rip/rap (larger stones) along Weathersfield where needed.

#### Parking lot steel drains

Ruppert Landscape Company has agreed to take over the review and cleaning of parking lot drains as needed.

#### Swim and Croquet Project

Chatham Utilities worked for several months at areas of Swim and Croquet to alleviate a low water pressure problem. The problem was located and repaired. WSG restored the plantings and Common Area after much of it was dug up in the repair process.

## Landscape Committee Report

for the

### WSG Annual Board Meeting

November 5, 2022

(This report covers December 2021 – December 2022)

Submitted by: David Piet, Landscape Chair, WSG Board Director

Landscape Committee members: Caroline Lloyd, Carolyn Clarke, Judith Cohan, and Nancy Piet. A big thank you to each committee member for their active participation, insights, and advice in helping to keep our community beautiful. Judith will be leaving the Committee in November since she is moving to Carrboro. She will be missed.

The Landscape Committee is responsible for both the Ruppert and Davey Tree contracts and works closely with both companies.

WSG Board Committees: The Landscape Committee works in close coordination/cooperation with the Utilities, Architecture, Buildings & Street Maintenance, and Communication Committees on related resident's request or issues. For example, homeowner requests of home improvement modifications; sewer issues; gutters, garage repairs, paving, etc.)

For both current, but especially new residents interested in landscape issues, the following documents are posted on the WSG website:

- a. WSG Landscape Management 2021 – 2022
- b. WSG Landscape Guidelines for Renovations to Homeowner Personal Property and WSG Common Areas
- c. WSG Request for Landscaping Modification Approval (Rev. 02/2021)

**Note:** It is important that all WSG residents consult and adhere to these documents regarding landscaping issues and procedures whether on personal property or in Common Areas.

Residents are encouraged to seek additional information on the roles and responsibilities of the Landscape Committee and residents which can be found on the WSG Website where periodic Notices are posted.

#### 1. Ruppert Landscape:

- a. Rejuvenation: Conducted in January 2021 after some 15 years of not having done so. Some 18 months post-rejuvenation clearly shows that bushes, shrubs, and trees that were pruned are flourishing due to this intervention. In several areas where bushes and shrubs did not flourish or survive have, or will be, surveyed and replaced if necessary.
- b. Over the spring and summer months Ruppert has conducted routine maintenance throughout the community. In October/November, Ruppert will revert to its fall schedule. For more information on Ruppert's contract, please see the "WSG Landscape Management 2021 – 2022" document listed above.
- c. Pruning on Common Areas was conducted in July and August 2022. Due to the rapid growth of bushes and shrubs in both Common Areas and on private property, pruning often had to be repeated from Close to Close.

- d. Pruning on private property was conducted in October 2022.
- e. Numerous requests and/or complaints received are addressed in coordination with either Ruppert or Davey Tree.

**Note:** Pruning on both Common Areas and private property took a good deal of time due to the extreme heat during July and August, other weather interruptions, and the rapid growth of plants during the spring and early summer. Seasonal routine weekly maintenance as called for in their contract are each Wednesday, weather permitting.

**Ruppert Landscape Staff:** Bryson Hinton, Area Manager and Tim Lally, Field Manager for WSG IV 2.

Over the last several months, Ruppert's Area Managers have changed periodically due to resignations and other staff changes. However, the Landscape Committee remains in close communication with Ruppert's leadership, and in particular, it's current Field Manager Tim Lally to ensure good communication and continuity of service.

## **2. Davey Tree Experts:**

In the late fall of 2021, Davey Tree completed its annual survey of WSG identifying branches and trees that required pruning or removal. In January 2022, Davey Tree completed the pruning of branches and trees that needed pruning or removal. The purpose was to "Prune the trees throughout the community to clear the homes, chimneys, garages, lights and signs as much as appropriate for the respective trees." Cost: \$20,650. The remaining tree budget is kept in reserve for other storm or hurricane damage.

The annual survey throughout WSG will be conducted in the late fall of 2022 and the work done in early 2023.

Periodic pruning/removal of branches and/or trees requested by residents was also conducted.

**Note:** It is important to keep in mind that we live in a beautiful but densely wooded community and the Landscape Committee along with Davey Tree takes seriously the safety of our homes and the health of the foliage during normal as well as stormy conditions.

**Davey Tree Expert Staff:** Keith Wright, District Manager

## Some Questions Answered from WSG VI Treasurer, Hoyt Taylor, Fall, 2022

### What do our monthly dues cover?

Our monthly dues pay for home insurance, landscaped grounds, dangerous tree and limb removal, care for our garages and the exterior of our homes (including pressure washing, termite control, regular repair work, and the very costly reroofing), paving for our closes, storm water and sewer services outside our homes, trash and recyclable collection, and community electric lights.

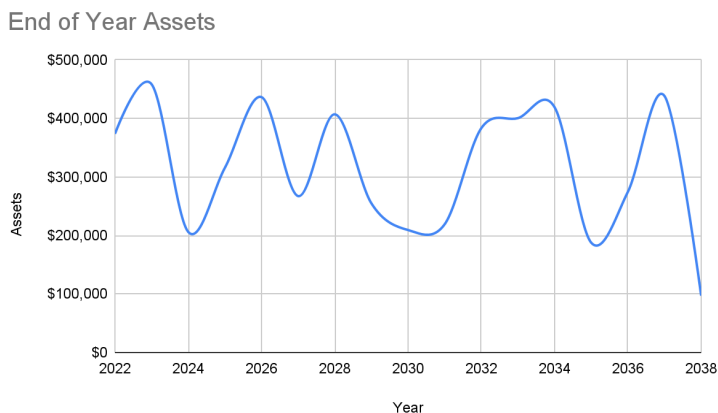
Many of these items are part of our *operational budget* and a few are special projects paid for out of our *reserve fund* (most commonly and costly: reroofing and paving).

### Why does our operational budget increase each year?

There are always some increases in expenses due to the never ending grind of inflation, but this year inflation has been particularly high; in addition, our homes, garages, sewer system, etc. continue to age.

### Why do we need to keep adding to our reserves?

In 2018 a Baseline Reserve Plan was created by the WSG Board in order to incorporate the findings of a Reserve Study done by an independent contractor. The plan ran from 2018 to 2038 and included paving, garage roofing, home roofing, siding, and front porches. Since then we have taken care of some garage roofing and some paving, but big ticket items loom in the future, most particularly the reroofing of our homes that is to commence in 2027. Though it is impossible to predict the future inflation rate, we know it was at or below 3% for several years and has now spiked to around 9% for this last year. By assuming an inflation rate somewhere between these two extremes and a dues increase of \$25/mo each year, we see below a graph of the WSG assets versus time.



Do not misunderstand: this is not a graph that is predicting what is going to happen. It is a graph that displays that with fairly typical increases in expenses and monthly dues, WSG should have the necessary funds to stay current with the major needs of our community without the need of a special assessment(s).

**Why are our dues rising by only 25/month in 2023?**

As explained above, there are increasing expenses that must be met with increasing dues. Since the rate of increase this past year of the Consumer Price Index (CPI) is close to 9%, the WSG Covenants allow for an increase in dues of up to \$33/mo without the necessity of a vote by membership at the AGM. Because we are attempting to keep costs down and because we are well prepared for our future expenses, the dues increase for 2023 has been voted by the Board to be \$25/month/unit.

Respectfully yours, Hoyt Taylor

# WSG Reserve Fund Report and Financial Report for Annual Meeting

## November 2022

### ***Weathersfield Bylaws, Article XVIII RESERVE FUNDS:***

*Section 6. Reserve Fund Report. Members of WSG VI shall be advised in writing of the following, not more than sixty (60) days and not less than thirty (30) days prior to each Annual Meeting:*

- a. Any significant adjustments to the assumptions used to manage the reserve account such as useful life, replacement costs, interest rates and inflation factors.*
- b. That part of the annual assessment to be allocated to the reserve account for the next calendar year.*
- c. The status of the reserve account, including but not limited to information such as total monies in the account, rate of return, list of investments and expenditures with purpose of each.*

### **Reserve Fund Report**

a. Interest rates on CDs have increased this year, so WSG now has three CDs, each for \$70,000. The Maturity dates are 12/22/2022, 9/22/2023, and 3/22/2024 with interest rates of 2.0%, 2.15%, and 2.45% respectively.

b. For 2023, \$85,690 is projected to be allocated to the reserve account. This will keep the WSG Reserve on pace to meet the expenses projected through 2038.

c. The reserve account is presently valued at \$211,560, with another \$144,230 in our operating budget checking account for a total of \$355,790. Major paving and roofing work will take place in the years ahead, and additional reserves are budgeted for porches and railings as well as extensive siding work for our homes (many years down the road). A more detailed description of our expenses and how we anticipate meeting them is given in an accompanying report in a Questions and Answers format.

Hoyt Taylor  
WSG Treasurer  
Sept. 17, 2022

***Weathersfield Bylaws, Article XII ASSESSMENTS:***

*Section 1. Financial Report. At each regular annual meeting of the members, the Board of Directors shall present a budget and an estimate of the assessment for the succeeding calendar year together with a statement of income received and expenditures incurred by WSG VI in the current year up to the date of said annual meeting, and shall make available a copy of such budget, assessment estimate, and statement to the members.*

**Financial Report**

The 2022 budget, with income and expenditures through July of this year, and a 2023 projected budget is provided with this report. The 2023 projected budget includes a \$25.00/mo dues increase per unit, which, because of this year's high inflation rate, is less than an increase that would require a vote of WSG owners at the AGM.

Hoyt Taylor  
WSG Treasurer  
Sept. 17, 2022

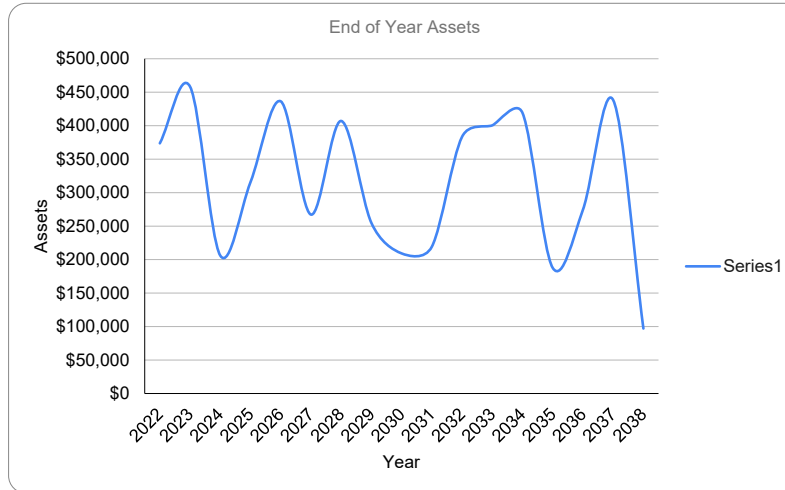
## 2023 Budget (9/19/22)

|                                 | 2022 actual<br>as of 9/14/22 | 2022 full year<br>budget | 2023 proposed<br>budget | Difference (2023-2022) |
|---------------------------------|------------------------------|--------------------------|-------------------------|------------------------|
| <b>Income</b>                   |                              |                          |                         |                        |
| Late Fee                        | \$100                        | \$0                      | \$0                     | \$0                    |
| HOA Assessment                  | \$244,205                    | \$418,080                | \$449,280               | \$31,200               |
| Interest                        | \$184                        | \$500                    | \$1,500                 | \$1,000                |
| <b>Total Operating Income</b>   | \$244,489                    | \$418,580                | \$450,780               | \$32,200               |
|                                 |                              |                          |                         | \$0                    |
| <b>Expense</b>                  |                              |                          |                         | \$0                    |
| <b>Administration</b>           |                              |                          |                         | \$0                    |
| Admin.Misc.& Bank Fees          | \$0                          | \$500                    | \$500                   | \$0                    |
| Tax Returns                     | \$0                          | \$500                    | \$500                   | \$0                    |
| Insurance                       | \$38,171                     | \$55,000                 | \$65,000                | \$10,000               |
| Legal                           | \$925                        | \$2,000                  | \$2,000                 | \$0                    |
| Management Contract Fee         | \$16,333                     | \$28,000                 | \$28,000                | \$0                    |
| Meetings                        | \$0                          | \$200                    | \$200                   | \$0                    |
| Postage & Printing              | \$76                         | \$900                    | \$900                   | \$0                    |
| Website                         | \$34                         | \$50                     | \$50                    | \$0                    |
| <b>Total Administration</b>     | \$55,539                     | \$87,150                 | \$97,150                | \$10,000               |
| <b>Grounds</b>                  |                              |                          |                         | \$0                    |
| Grounds-Other                   | \$5,024                      | \$27,000                 | \$27,000                | \$0                    |
| Landscape Contract              | \$38,646                     | \$77,292                 | \$78,840                | \$1,548                |
| Tree Removal                    | \$21,630                     | \$30,000                 | \$30,000                | \$0                    |
| <b>Total Grounds</b>            | \$65,300                     | \$134,292                | \$135,840               | \$1,548                |
| <b>Maintenance</b>              |                              |                          |                         | \$0                    |
| Building Maintenance            | \$45,060                     | \$50,000                 | \$60,000                | \$10,000               |
| Pressure Washing                | \$12,672                     | \$7,500                  | \$7,500                 | \$0                    |
| Termite Contract                | \$0                          | \$3,000                  | \$3,000                 | \$0                    |
| <b>Total Maintenance</b>        | \$57,732                     | \$60,500                 | \$70,500                | \$10,000               |
| <b>Utilities</b>                |                              |                          |                         | \$0                    |
| Electric                        | \$1,922                      | \$4,600                  | \$4,600                 | \$0                    |
| Sewer Services                  | \$13,995                     | \$8,000                  | \$20,000                | \$12,000               |
| Storm Water                     | \$0                          | \$5,000                  | \$7,000                 | \$2,000                |
| Trash Removal                   | \$16,016                     | \$30,000                 | \$30,000                | \$0                    |
| <b>Total Utilities</b>          | \$31,933                     | \$47,600                 | \$61,600                | \$14,000               |
| <b>Total Operating Expenses</b> | \$210,504                    | \$329,542                | \$365,090               | \$35,548               |
| <b>Total Operating income</b>   | \$244,489                    | \$418,580                | \$450,780               | \$32,200               |
|                                 |                              |                          |                         | \$0                    |
| <b>Net Income</b>               | \$33,985                     | \$89,038                 | \$85,690                | -\$3,348               |



| YEAR             | previous year total assets<br>i.e. initial asset value | Operating Income | Operational Expenses | Reserve Expenses | Cash<br>End of Year | Reserves<br>End of Year | Total Assets<br>End of Year | Reserve Expenses Description |
|------------------|--|------------------|----------------------|------------------|---------------------|-------------------------|-----------------------------|------------------------------|
| 2021 (actual)    | \$352,783  | \$392,396        | \$323,326            | \$97,184         | \$113,292           | \$211,377               | \$324,669                   |                              |
| Projected Values |  |                  |                      |                  |                     |                         |                             |                              |
| 2022             | \$324,669  | \$418,580        | \$329,542            | \$40,000         | \$100,000           | \$273,707               | \$373,707                   | Front Porch & Railings       |
| 2023             | \$373,707  | \$449,780        | \$365,090            |                  | \$100,000           | \$358,397               | \$458,397                   |                              |
| 2024             | \$458,397  | \$480,980        | \$383,345            | \$350,000        | \$100,000           | \$106,033               | \$206,033                   | Paving                       |
| 2025             | \$206,033  | \$512,180        | \$402,512            |                  | \$100,000           | \$215,701               | \$315,701                   |                              |
| 2026             | \$315,701  | \$543,380        | \$422,637            |                  | \$100,000           | \$336,443               | \$436,443                   |                              |
| 2027             | \$436,443  | \$574,580        | \$443,769            | \$300,000        | \$100,000           | \$167,254               | \$267,254                   | Home Roofs                   |
| 2028             | \$267,254  | \$605,780        | \$465,958            |                  | \$100,000           | \$307,077               | \$407,077                   |                              |
| 2029             | \$407,077  | \$636,980        | \$489,256            | \$300,000        | \$100,000           | \$154,801               | \$254,801                   | Home Roofs; Porch & Railings |
| 2030             | \$254,801  | \$668,180        | \$513,718            | \$200,000        | \$100,000           | \$109,263               | \$209,263                   | Paving                       |
| 2031             | \$209,263  | \$699,380        | \$539,404            | \$150,000        | \$100,000           | \$119,239               | \$219,239                   | Home Roofs                   |
| 2032             | \$219,239  | \$730,580        | \$566,374            |                  | \$100,000           | \$283,444               | \$383,444                   |                              |
| 2033             | \$383,444  | \$761,780        | \$594,693            | \$150,000        | \$100,000           | \$300,531               | \$400,531                   | Home Roofs                   |
| 2034             | \$400,531  | \$792,980        | \$624,428            | \$150,000        | \$100,000           | \$319,083               | \$419,083                   | Paving                       |
| 2035             | \$419,083  | \$824,180        | \$655,649            | \$400,000        | \$100,000           | \$87,614                | \$187,614                   | Home Roofs                   |
| 2036             | \$187,614  | \$855,380        | \$688,432            | \$80,000         | \$100,000           | \$174,562               | \$274,562                   | Porch & Railings             |
| 2037             | \$274,562  | \$886,580        | \$722,853            |                  | \$100,000           | \$338,289               | \$438,289                   |                              |
| 2038             | \$438,289  | \$917,780        | \$758,996            | \$500,000        | \$100,000           | -\$2,927                | \$97,073                    | Siding                       |

per/home/month total yearly income increase  
 dues increase \$25 \$31,200  
 decimal equivalent multiplier  
 inflation 0.05 1.05





### **David L. Piet**

David was born and reared in South India of missionary parents. He attended Kodaikanal International School (KIS), a boarding school, from the first grade until 1960 when his family returned to the United States. Before heading overseas in 1970 with Nancy, he completed his high school, college, and graduate studies in the U.S. Since then he has lived and worked in Indonesia, Bangladesh, Nepal, Cambodia, and Jordan as well as short-term work in India, Egypt, Mozambique, Zambia, Haiti, Pakistan, and the Ukraine. He has more than four decades of experience in providing technical assistance and managing international assistance for population/family planning, child survival, maternal and child health, reproductive health, HIV/AIDS, infectious diseases, and related public health programs. David has held senior leadership positions in the U.S Agency for International Development (USAID) and has done extensive international consulting for private sector and NGO organizations. He has broad first-hand experience in cross-cultural negotiation, strategic planning, and policy and program development and implementation with senior government officials, donor representatives, and directors/staff of non-governmental organizations.

David holds degrees from Hope College (B.A.), Michigan State University (M.A.) and the University of North Carolina at Chapel Hill (MPH). He has authored two book chapters; co-authored several country program evaluations; co-authored/co-produced numerous print and audio-visual communications materials.

He and his wife Nancy have been Ferrington Village residents since April 2012 having moved down from Arlington, VA. Both he and Nancy volunteer for Chatham County Habitat for Humanity; Ferrington Cares; and other local groups. They enjoy visiting with family and friends, outdoor activities and exercise, domestic and international travel, gardening, biking the Raleigh Greenways, motorcycling, reading, and writing, among other interests.

I joined the HOA Board in 2020 Chair of the Landscaping Committee. The first task, after inheriting the Ruppert Landscape Contract, was to oversee a major Rejuvenation in early 2021. Having barely survived that ordeal, I have been privileged to be able to work with both Ruppert Landscape and Davey Tree, the contractor that does all the tree work in WSG, over the last two years.

If renominated to this position, I will look forward to continuing to serve all WSG residents.

David's email: [piet.david45@gmail.com](mailto:piet.david45@gmail.com) and cell phone: 703-850-4068

## John L. Tyrrell Biography

John and his wife Kathy, have lived in North Carolina since 1992 when he and his family moved to Chapel Hill from New York. After their children had grown, he and Kathy, bought a property in Fearington in 2014 and another in 2016 where they currently reside.

John has held various financial positions in taxation, real estate, security offerings, private wealth management, medical services and database consultation. Additionally, he and Kathy have been investing in single family residential real estate since 1975,

John holds a BS in Business Administration/Concentration in Accounting from the SUNY, an MS in Financial Planning from the College for Financial Planning, a NC Real Estate Broker's license and Certified Planner Emeritus status. Over the years he and Kathy have owned 19 rental properties, handling all aspects of acquisition, property management and sales.

He has also held a number of volunteer positions as officer or board member with Habitat for Humanity of Orange County, NC, Orange Community Housing Corporation (now the Community Home Trust based in Chapel Hill), Freedom House Recovery Center and several other local non-profits.

**Weathersfield Service Group VI  
Board of Directors  
BALLOT For Annual Meeting  
November 5, 2022  
Vote for two ONLY**

**David Piet**

\_\_\_\_\_

**John Tyrrell**

\_\_\_\_\_

**Write-in candidates:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# WEATHERSFIELD SERVICE GROUP VI, Inc.

## PROXY

PLEASE PRINT

I/we \_\_\_\_\_, being owners of the property located at \_\_\_\_\_, Pittsboro, NC and member of the Weathersfield Service Group VI, Inc. do hereby authorize and appoint, David Spencer, President of the Board of Directors, or \_\_\_\_\_, who is a member of the Weathersfield Service Group VI, Inc. to be my/our proxy, with full power of substitution to act and vote for and on behalf of me/us at the Annual Meeting to be held on Saturday, November 5, 2022.

This proxy shall remain in full force and effect until such time as it shall be revoked by me/us in writing, until I/we transfer title to my/our property in Weathersfield Service Group VI, Inc., or by my/our attendance at the November 5, 2022 Annual Meeting or any resumption of the meeting after the adjournment thereafter.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mill House Properties  
1720 East Franklin Street  
Chapel Hill, NC 27514

# WEATHERSFIELD

*at Fearrington Village*

October 4, 2022

Dear Weathersfield homeowners:

Subject: An amendment to our Covenants to cap rentals at 12%

Our April 2022 survey of the Weathersfield community on whether rental caps should be added to our Covenants was favorable. 79% of respondents were in favor and of those, all felt the appropriate range for a cap was 10-15% of houses at a time when 8-9% of houses in Weathersfield were being currently rented. Comments received in the course of the survey indicated included a desire for hardship consideration and some desire not to exclude the possibility that future house buyers might wish to rent their new Weathersfield houses until they were able to move in. Given this feedback, the Board elected to construct a rental cap amendment specifying a 12% limit of houses rented, hardship provisions and no requirement for non-rental for a specific period after house purchase, provided the cap was not yet reached. It is that amendment the Board now proposes.

This package contains a copy of the proposed amendment along with a ballot for each Weathersfield house. A formal voting process has begun now and will be concluded December 2, with no chance of extension. This process conforms with state law. We ask that you read the amendment and return your ballot (instructions for ballot return are on the ballot) before December 2. Our Covenants require a positive vote of at least 75% of our homeowners (one vote per house required), which in our community of 104 house is a minimum of 78 yes votes.

The rationale behind adopting a rental cap was laid out in a points-to-consider document distributed to homeowners in June of this year. The key points were as follows.

1. We are in a high growth area for real estate. House construction in the Triangle and Chatham County specifically is accelerating, in part due to companies constructing new sites and bringing in high numbers of jobs (e.g., VinFast cars, FedEx).
2. There is high investment company interest in buying up houses across North Carolina for the purposes of long--term rental. Corporations own over 40,000 homes in North Carolina, mostly near Charlotte and in the Triangle and Triad. Delayed response to maintenance requests and charging of excessive fees to renters are among the complaints that have been filed.
3. A high proportion of rented houses can limit the ability of a homeowners' association (HOA) to get things done and can reduce homeowner engagement with each other and the maintenance of a community spirit.
4. A high proportion of rented houses in a community can negatively affect mortgage interest rates and community property insurance availability and/or premiums.

**What this amendment does**

This amendment would cap rentals at 12% and allow for hardship considerations if the cap has been reached.

**What this amendment does not do**

Provided the cap has not been reached, this amendment does not limit when or for how long an owner can rent their house. It also does not change the current restriction against short-term rentals (minimum lease time is one year) nor does it change the current restrictions of how many people can reside in one house. It also leaves intact all use restrictions that make Weathersfield a pleasurable place to live.

The Weathersfield Board approves of this step and we ask that you return your ballot by December 2.

Sincerely,

*David Spencer*

David Spencer, Weathersfield Service Group (WSG) VI Homeowners Association President

STATE OF NORTH CAROLINA

AMENDMENT TO AMENDED AND  
RESTATED DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR WEATHERSFIELD SERVICE  
GROUP VI

COUNTY OF CHATHAM

THIS AMENDMENT to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by owners of lots to which at least seventy-five percent (75%) of the votes in the Weathersfield Service Group VI, Inc. (“Association”) are allocated.

WITNESSETH:

WHEREAS, Fitch Creations, Inc., a North Carolina corporation, caused to be recorded an Amended and Restated Declaration of Covenants and Restrictions for Weathersfield in Book 1433, Page 571 in the Chatham County Registry, which was thereafter amended in Book 1552, Page 964 and Book 1743, Page 224 of the Chatham County Registry (collectively, “Declaration”); and

WHEREAS, N.C. Gen. Stat. § 47F-2-117 provides that a declaration may be amended only by affirmative vote or written agreement signed by lot owners of lots to which at least sixty-seven percent (67%) of the votes in the association are allocated, or any larger majority the declaration specifies; and

WHEREAS, Article XI, Section 4 of the Declaration provides that the Declaration may be amended by not less than seventy-five percent (75%) of Lot Owners; and



WHEREAS, a special meeting was held on December 2, 2022, to consider amendment to the Declaration, and Owners holding [REDACTED] percent of the votes in the Association voted to amend the Declaration as set forth herein;

NOW, THEREFORE, the undersigned does hereby declare that Article IX, Section 7 of the Declaration is deleted in its entirety and inserted in lieu thereof is the following:

Section 7. Leasing. No Living Unit may be leased or rented except pursuant to the following provisions:

- (a) Definitions. For purposes of this Section 7, the following definitions shall apply: (i) the terms “lease” or “leased” shall refer to the regular, exclusive occupancy of a Living Unit by any person other than the Owner, whether such person is paying rent to the Owner (except that occupancy by a roommate of an Owner when the Owner occupies the dwelling as the Owner’s primary residence, or occupancy by an immediate family member of the Owner, whether or not the Owner occupies the dwelling, shall not be deemed a leasing situation); and (ii) the term “immediate family member” refers to a spouse or domestic partner of the Owner, or a child or parent of the Owner or of the Owner’s spouse or domestic partner.
- (b) Leasing Cap. No more than twelve percent (12%) of the Living Units shall be leased at any given time (the “Leasing Cap”), except as set forth below.
- (c) Leasing Permits. Prior to leasing a Living Unit, the Owner shall apply in writing to the Board for a “Leasing Permit”. If granting of the permit would exceed the Leasing Cap, except in the case of Hardship Permits, no Leasing Permit shall be issued. Owners who have been denied a Leasing Permit solely for the reason that the rental cap has been reached shall automatically be placed on a waiting list and shall be issued a Leasing Permit if they so desire when the number of outstanding Leasing Permits falls below the Leasing Cap.
- (d) Hardship Permits. Under demonstrated hardship conditions, the Board in its sole discretion may allow leasing in excess of the Leasing Cap via a “Hardship Permit”. In determining whether hardship conditions have been demonstrated, the Board shall consider conditions including but not limited to: (1) the nature, degree and likely duration of the hardship; (2) the harm, if any, which will result to the community if the Hardship Permit is granted; (3) whether the Owner has been granted a Hardship Permit previously; (4) the Owner’s ability to cure the hardship; and (5) the overall number of leased dwellings, including via Hardship Permits. Any lease allowed pursuant to a Hardship Permit shall have a term of not more than one (1) year. Owners may thereafter apply for an additional Hardship Permit, but such permit is

not guaranteed.

- (e) Revocation of Permits. Any Leasing Permit or Hardship Permit shall be automatically revoked if (i) the Owner fails to lease the Unit within 90 days of the permit having been issued; (ii) the Owner fails to have the Unit leased for any consecutive 90-day period thereafter; (iii) the Owner sells or otherwise conveys the Unit to another person or entity whether voluntarily or involuntarily; or (iv) the Owner advises the Board that the Owner no longer wishes to lease the dwelling. In the event a Leasing (but not Hardship) permit is revoked or surrendered, permission to lease shall be granted to the next Living Unit on the waiting list, on a first-come, first-served basis. In addition to a wait list, the Board shall maintain a list of Living Units that are leased, and the terms of the respective leases, for the purpose of determining the number of Living Units that are leased at any given time.
- (f) Lease Requirements. All lease agreements shall be in writing and shall be for a term of not less than twelve (12) months unless a shorter term is approved by the Board of Directors, in its sole discretion. Only the whole Living Unit may be leased; there shall be no partial leases or room leases. All lease agreements shall incorporate the requirements of the Declaration, Bylaws, and rules and regulations of the Association, and shall require any lessee to abide by all the obligations set forth in those documents as a condition of the lease agreement. The lease agreement must state that any failure of a lessee to comply with the terms of such documents shall be a condition of default under the lease agreement.
- (g) Occupancy Requirements. No leased three-bedroom Living Unit may be occupied by more than six (6) persons and by no more than two (2) persons who are unrelated by blood or marriage. No leased two bedroom Living Unit may be occupied by more than four (4) persons and by no more than two (2) persons who are unrelated by blood or marriage. In any event, the number of cars permitted to a lessee is restricted to two per Living Unit by the fact that each Living Unit has only one parking space and one garage available.
- (h) Provision of Lease to Board. A copy of each lease agreement shall be filed with the Board upon request.
- (i) Transient Rental Prohibited. No Living Unit may be leased for hotel or transient purposes. It is the intent of this Declaration that all leases or rentals of Living Units be for residential purposes of at least twelve (12) months in term (unless otherwise approved by the Board) and not for short-term habitation (including via programs such as Airbnb and similar enterprises). No interest in any Living Unit may be subjected to a time share program, as that term is defined in N.C.G.S. §93A-41(10).

Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect. This Amendment shall be effective from the date of its recording in the Chatham County Registry; provided, however, that Section 7(b) shall not apply to a Living Unit until the first conveyance or transfer of a Lot (whether voluntarily or involuntarily) following the recording of this Amendment, and Sections 7(c) through 7(g) shall not invalidate any lease in existence as of the date of recording of this amendment.

*[Signature Page to Follow]*

CERTIFICATION OF VALIDITY OF AMENDMENT TO  
AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR WEATHERSFIELD SERVICE GROUP

By authority of its Board of Directors, Weathersfield Service Group VI, Inc. hereby certifies that the foregoing instrument has been duly approved by owners of lots to which at least seventy-five percent (75%) of the votes in Weathersfield Service Group VI, Inc. are allocated, and is, therefore, a valid amendment to the existing Amended and Restated Declaration of Covenants and Restrictions for Weathersfield.

WEATHERSFIELD SERVICE  
GROUP VI, INC.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he or she is Secretary of Weathersfield Service Group VI, 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.

Witness my hand and official stamp or seal, this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

**Notice of Meeting by Mail and  
Ballot for Approval of Amendment to  
Amended and Restated Declaration of Covenants and Restrictions  
For Weathersfield Service Group VI**

October 4, 2022

Pursuant to N.C. Gen. Stat. § 55A-7-08, please take notice that a special meeting of the Weathersfield Service Group VI, Inc. is being conducted by mail for the sole purpose of voting on a proposed amendment to the Amended and Restated Declaration of Covenants and Restrictions for Weathersfield Service Group VI. A copy of the proposed amendment is enclosed.

**All ballots must be returned no later than 5:00 p.m. on December 2, 2022.** Ballots received after that date and time will not be counted. The amendment must be approved by Owners of Lots to which at least seventy-five percent (75%) of the votes in the Association are allocated. Ballots may be hand-delivered to any Board member or returned as follows:

Via Box-drop: Weathersfield Board box in the Swim & Croquet mail kiosk

Via Email: [hoa@millhouseproperties.com](mailto:hoa@millhouseproperties.com)

Via Mail: Michelle Johnson  
Mill House Properties  
1720 E Franklin Street  
Chapel Hill, NC 27514

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**BALLOT**

On the issue of approval of the amendment to Article IX, Section 7 of the Declaration entitled “Leasing”, the undersigned lot owner and member of the Weathersfield Service Group VI, Inc. votes as follows:

FOR the amendment

AGAINST the amendment

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address in Weathersfield