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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 6<sup>th</sup> day of December, 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 80.8 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).

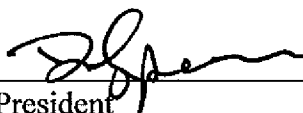
Except as amended hereinabove, the remaining portions of the Declaration are and shall remain unchanged and in full effect. This Amendment shall be effective from the date of its recording in the Chatham County Registry; provided, however, that Section 7(b) shall not apply to a Living Unit until the 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.

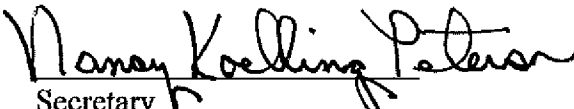
*[Signature Page to Follow]*

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, Daniel Tuck, a Notary Public of the County and State aforesaid, certify that Nancy Koelling Peterson 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 Nancy Koelling Peterson as its Secretary.

Witness my hand and official stamp or seal, this 6 day of December, 2022.

  
Notary Public

Daniel Tuck  
Printed Name

My Commission Expires: 7/17/27

