

**PROCEDURES FOR RENTING OF UNITS FOR THE WESTON PLACE PROPERTY
OWNERS ASSOCIATION, INC.**

THAT WHEREAS, the Declarant caused to be recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Weston Place is recorded in Book 11848, Page 2063 of the Wake County Registry ("Declaration") and as such document may have been amended (collectively "Declaration");

WHEREAS, on 2 August 2006, the Weston Place Property Owners Association, Inc. ("the Association") was incorporated with the North Carolina Secretary of State;

WHEREAS, thereafter Bylaws were enacted for the Association which provided in Article 4.12 that the Board could enact rules and regulations;

WHEREAS, N.C.G.S. §47F-3-102 allows the Board to enact rules and regulations;

WHEREAS, Article VIII, Section 15 of the Declaration provides as follows:

Section 15. Interpretation. In all cases, the covenants and restrictions herein contained shall be construed and interpreted in a manner which, in the opinion of the Board of Directors, will best effect the intent of the general plan of development and maintenance herein set forth. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness, the Board may modify, cancel, limit, create exceptions to, or expand the restrictions contained herein and may create, modify and enforce reasonable rules governing the use of the Property consistent with the law and with other provisions in this Declaration. The Board shall send notice to all Owners concerning any new or amended restrictions or rules prior to the date that such restrictions or rules go into effect. For this purpose, notice may be sent to each Owner by U.S. mail, hand delivery, electronic telecommunication or publication in a community notice or newsletter delivered or mailed to each Owner.

WHEREAS, Article VIII, Section 1 of the Declaration provides as follows:

Section 1. Residential Use. All of the Units, attached or detached, shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Unit shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this section shall prohibit: (a) Declarant or a builder authorized by Declarant from conducting such sales, leasing and promotional activities on any Unit as Declarant shall determine; or (b) the Owner of any Unit from using a portion of a building located on such Unit as an office, provided that such does not create regular customer, client or employee traffic to and from such Unit and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Unit. No owner may rent a Unit without the prior written consent of the Board of Directors and in no event may

greater than twenty percent (20%) of the Units in any neighborhood be rented.

WHEREAS, no more than twenty percent (20%) of the Units in any neighborhood be rented in Weston Place and the Board desires to promulgate rules and procedures for the orderly enforcement of this limitation in the Declaration;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Weston Place Property Owners Association, Inc. do hereby resolve that the following procedures shall apply with respect to the rental, leasing or licensing of Units in Weston Place:

1. All Owners desiring to rent, lease or license a Unit, in whole or in part, shall apply for approval from the Board by completing the Request For Approval to Lease/Rent form, as may be amended from time to time, and by providing the name of the tenant, renter or licensee (if one has been identified at the time of application), the proposed length of the lease, rental or license term and a copy of the proposed lease, rental agreement or license document to the Board. The Board will check its records and make a determination whether the Owner may rent, lease or license his or her Unit, in whole or in part, based strictly on the outstanding total number of Units then being rented, leased or licensed in Weston Place. If no more than twenty percent (20%) of the Units in the neighborhood are then being rented, leased or licensed, the Association will provide its written consent for the proposed rent, lease or license of the Unit. Upon approval from the Board and Unit being rented, leased or licensed, the Owner shall furnish a copy of the executed lease agreement, rental agreement or license agreement to the Board, or its managing agent, within five (5) business days of such agreement being executed by the Owner and the tenant, lessee or licensee. Such approval from the Association shall be good for ninety (90) days, at which time if a valid lease, license agreement or rental agreement is not executed between the Owner and the tenant, lessee or licensee, then such approval and consent shall be deemed to be automatically rescinded and null and void. Once rescinded, the Owner shall be required to go through the same application process set forth herein to obtain the written consent of the Association to rent, lease or license his or her Unit, and will be placed at the end of any waiting list set forth in paragraph 3. As long as an Owner remains eligible to rent, lease or license a Unit, the Owner shall annually provide the Board the lease, rental agreement or license document then in effect for the Unit in question. Once granted consent to rent, lease or license his Unit, the Owner may not allow the Unit to be sub-leased.

2. Once written consent has been given pursuant to paragraph 1 above and the Owner timely rents, leases or licenses his Unit within ninety (90) days of written consent from the Association as set forth in paragraph 1 above, the Unit may be rented leased and licensed so long as the Owner continues to own the Unit, including all rental, lease or license renewals and extensions and including the same or different and new tenants, lessees and licensees. It shall be the duty of the Owner to notify the Board annually of the name (s) of the tenants, lessees and licensees occupying the premises. When the Unit is sold, leasing, renting or licensing of the Unit shall be governed in accordance with paragraph 4 herein. If the Owner ceases to lease, rent or license his or her Unit during the term of ownership of the Unit, the Owner shall notify the Association so the Association may eliminate the Unit from the list of Units being rented, leased or licensed. Once the Owner ceases to rent, lease or license his or her Unit voluntarily, consent to lease, rent or license the Unit shall be deemed to be automatically revoked by the Association. Once revoked, the Owner shall be required to go through the same application process set forth in paragraph 1 above to obtain the

written consent of the Association to rent, lease or license his or her Unit.

3. Once the total number of Units being rented, leased or licensed reaches twenty percent (20%) of the Units in the neighborhood, a wait list will be created by the Board for those desiring to rent, lease or license a Unit, in whole or in part. Those desiring to be put on the wait list, will be put on the wait list in the order in which such requests are received by the Association.

4. When a Unit that has been granted written consent to lease, rent or license his Unit sells, conveys or transfers the Unit to another person, individual, trust or other third party, written consent to rent, lease or license the Unit shall be deemed to be automatically be revoked. The new Owner will be required to go through the application process set forth in paragraph 1 above in order to rent, lease or license his or her Unit. In the event a wait list exists due to twenty percent (20%) of the Units in the neighborhood being then rented, licensed or leased at the time, the new Owner shall, upon request, be added to the bottom of the wait list in order to be considered eligible to rent, lease or license his or her Unit as spaces become available in accordance with these procedures. Until the new Owner reaches the top of the wait list, however, the Unit purchased must be Owner – occupied.

5. In the event an Owner eligible to rent, lease or license his or her Unit hereunder shall become delinquent in assessments to the Association, or in the event an Owner shall rent, lease or license his or her Unit without the consent of the Association, the Board reserves all enforcement remedies under the Declaration and as allowed by law, including without limitation, the right to revoke its written consent to rent, lease or license the Unit after notice and opportunity to be heard pursuant to, inter alia, N.C.G.S. §47F-3-107.1.

BE IT FURTHER RESOLVED that the Board further recognizes that there may be emergencies or undue hardships in which leasing, renting or licensing of a Unit should be allowed even if the end result is that the number of leased Units exceeds twenty percent (20%) of the total Units in Weston Place. The Board shall determine special circumstances and instances of emergency and undue hardship on a case by case basis, and such determinations shall be made in the Board's sole and absolute discretion. By way of example and not limitation, the following are examples of what may constitute an emergency and undue hardship: military deployment such that the Owner would be afforded certain protections under the 2003 Service members Civil Relief Act; job loss by the Owner; where the Owner must relocate his or her residence away from Wake County, or any adjoining County in North Carolina and cannot within ninety (90) days from the date the Units was placed on the market, sell the Property for the appraised market value after having made reasonable effort to do so; death in Owner's family necessitating a move from Wake County or any adjoining County in North Carolina; significant illness requiring relocation for treatment or alternative living arrangements by the Owner, and where the Owner dies and the Units is being administered by his or her estate.

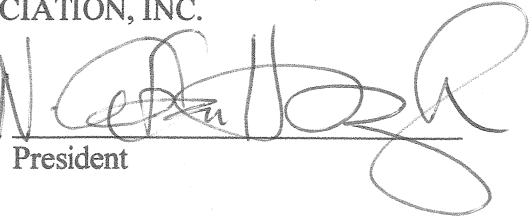
Except as specifically set forth herein, the Declaration and all other rules and regulations previously promulgated shall remain in place and unchanged.

CERTIFICATION OF VALIDITY OF AMENDMENT TO THE PROCEDURES
FOR RENTING OF UNITS FOR THE WESTON PLACE PROPERTY OWNERS
ASSOCIATION, INC.

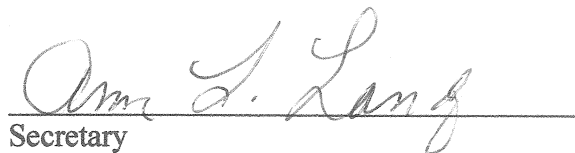
By authority of its Board of Directors, the undersigned hereby certifies that the foregoing instrument has been duly adopted and approved by all Board members and is, therefore, a valid rule, regulation and procedure of the Weston Place Property Owners Association, Inc.

WESTON PLACE PROPERTY OWNERS
ASSOCIATION, INC.

By


President

ATTEST:


Secretary

STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF WAKE

I, Melissa Gillespie, a Notary Public of the County and State aforesaid, certify that Ann Kandy, personally came before me this day and acknowledged that he/she is Secretary/Assistant Secretary of the Weston Place Property 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 Ann Kandy as its Secretary/Assistant Secretary.

Witness my hand and official stamp or seal, this 4th day of February, 2020.

My commission expires: April 8, 2021

Notary Public

