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GASTON COUNTY, C.S.C.

BY _____ CB

drawn by/mail to:

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STATE OF NORTH CAROLINA

COUNTY OF GASTON

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR BETHESDA OAKS**

This is an Amendment to the Declaration of Covenants, Conditions and Restrictions for Bethesda Oaks recorded on June 5, 2006 in Book 4227 at Page 123 in the office of the Gaston County Register of Deeds ("the Declaration"). NCGS §47F-2-117 and the Declaration (as previously amended) provide that the Declaration may be amended by affirmative vote or written agreement signed by lot owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

WHEREFORE the Declaration is hereby amended as follows:

Article VII ("Restrictions") is amended by adding an additional Section 14 reading as follows:

"Section 14. Leasing.

(a) Notice to Board: Any Lot Owner intending to make a lease of his/her Lot shall give prior written notice to the Board of Directors (or any Managing Agent designated by the Board) of such intention. For purposes of this Section, "lease" is defined as the exclusive or non-

exclusive occupancy or license for use of all or any portion of a Lot by any person(s), other than the Lot Owner, for which the Lot Owner receives any consideration or benefit, including but not limited to, a fee, service, property or gratuity. The required notice shall include a complete copy the proposed lease, and such other information as the Board or its agent shall reasonably require. The notice shall be delivered to the Board or the Association's managing agent by certified mail, overnight courier, or other means that provides proof of delivery. All leases of Lots shall be in writing, utilizing standardized lease forms provided by or approved by the Board or its Managing Agent. No person aged 18 or above may occupy the property as his/her principal residence unless they are named on the lease as one of the tenants. The provisions of this Section shall also apply to the renewal of or modification to the terms of any lease of a Lot. No subleasing of a Lot shall be allowed. No lease shall be for less than the entire Lot; no leases of rooms or a portion of a Lot are permitted. No Lot shall be leased for transient or hotel purposes, and the minimum initial term of any proposed lease shall not be less than twelve months.

(b) Approval of the Board: Within 15 days after receipt of such notice, the Board or its Managing Agent shall provide the Owner with written notice of its approval or disapproval of the proposed lease, which shall be based on the criteria set forth in this Section 14. The decision of the Board shall be final and non-appealable, but approval shall not be unreasonably withheld. The Board specifically reserves the right to withhold the approval of any lease which would result in ten percent (10%) or more of the total number of Lots within the subdivision being occupied by persons other than the Lot Owner. The failure of the Board to provide written notice to the Lot Owner of its approval or disapproval of the proposed lease within the 15-day period contemplated by this section shall be deemed an approval of the proposed lease.

(c) Waiting Period. No Lot Owner may lease a Lot sooner than the date beginning two years after the Lot Owner acquired title to the Lot.

(d) Property Currently Subject to Lease: Any Lot Owners whose Lot is leased as of the date of recordation of this Amendment may continue to lease the property irrespective of the 10% limitation described in subsection (b) above, and irrespective of the two-year waiting period described in subsection (c) above, but subject to all other provisions in this Section 14. This exemption shall remain in effect so long as title to the property remains in the Lot Owner as of the date of this Amendment, and will expire when fee simple title to the property is transferred by the current Lot Owner, whether such transfer is by deed, inheritance, foreclosure or otherwise.

(e) Void Transactions: Any lease of a Lot which is not approved pursuant to the terms of this section shall be void, unless subsequently approved in writing by the Board. Any violation of these provisions shall subject the Lot Owner to a fixed or daily fine, after notice and an opportunity to be heard, in accordance with N.C.G.S. § 47C-3-107.1.

(f) The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements.

(g) The Board reserves the right to waive any or all of these restrictions with respect to any particular Lot for exceptional circumstances or if strict enforcement hereof would result in undue hardship to the Owner. Decisions on claimed exceptional circumstances shall be

determined on a case-by-case basis, are in the sole discretion of the Board, and are not appealable by the Owner.

(h) In no event shall any lease or rental agreement release or relieve an Owner from the obligation to pay regular and special assessments to the Association, regardless of whether the obligation to pay assessments has been assumed by the tenant in such lease or rental agreement.”

IN WITNESS WHEREOF, the undersigned, being the President of the Association, hereby certifies that this Amendment has been approved by the vote of or written agreement signed by Lot owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]