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<small>FREDRICK SMITH REGISTER OF DEEDS MECKLENBURG COUNTY, NC</small>	

After Recordation, Mail To: Shelton Lee, 7427 Matthews-Mint Hill Road, Suite 105 # 112, Mint Hill, NC 28227

**The Board of Directors of the Versage Homeowners Association, having met at Special Meeting, duly noticed and called for May 22, 2017, and a quorum being present, has unanimously voted to enact, and hereby does enact, effective upon the date of recordation, the following modification to the Versage Homeowners Association Use Rules and Regulations:**

Section 7.3 of the Versage Homeowners Association Use Rules and Regulations, first recorded at Book 14439 beginning at page 845 of the Mecklenburg County Public Registry, with a subsequent amendment recorded at Book 25164 beginning at page 275, is hereby deleted in its entirety, and the following is inserted in lieu thereof:

**7.3 Leasing.** Owners may lease their houses and lots (hereinafter "units") within the community for single-family residential purposes only, subject to the following rules, regulations, and limitations.

- a) "Lease" shall refer to any verbal or written agreement whereby the owner of a unit shall convey a leasehold interest to, or create a tenancy in favor of, a person or persons other than the Owner, as that term is defined in the Bylaws or Declaration of Protective Covenants, regardless of the amount of rent charged. "Leased unit" and "rental" shall be used interchangeably herein, and shall mean and refer to a unit occupied by a tenant(s) pursuant to a lease.
- (b) OWNERS WHO WISH TO LEASE THEIR UNITS SHALL **FIRST** CONTACT THE VERSAGE HOMEOWNER'S ASSOCIATION (HOA) AS SET FORTH BELOW FOR A DETERMINATION WHETHER THE PROPOSED LEASE AND TENANCY COMPLIES WITH THESE RULES. IT SHALL BE A VIOLATION OF THESE USE RESTRICTIONS AND RULES TO LEASE A UNIT WITHOUT FIRST OBTAINING WRITTEN NOTIFICATION FROM THE HOA THAT THE LEASE/TENANCY IS IN COMPLIANCE WITH THESE RULES.
- (c) Owners who wish to lease their units shall provide the HOA with the following documents before any lease is executed so that the HOA can ensure compliance with these rules:

- i. The HOA Leasing Information form attached hereto as Exhibit A;
- ii A copy of the proposed lease;
- iii. A written acknowledgement signed by the Owner and the lessee that the lessee has been provided with a copy of the Declaration of Protective Covenants, including Section 7 (Use Restrictions and Rules) as amended; and
- iv. A one-time administrative fee in the amount of \$50.00 to defray the HOA's costs in ensuring compliance with these regulations.

(d) No owner shall lease his unit unless the owner has occupied the premises for at least 12 consecutive months following the owner's purchase thereof.

(e) All leases shall have a minimum initial term of twelve (12) months.

(f) There shall be a maximum of 45 units within the community that can be leased or rented at any one time. Owners with units under lease at the time this document is recorded shall be allowed to continue to lease those units to the existing tenant or successor tenants until legal title to the house and lot is transferred to another person or entity by sale, assignment, foreclosure, bankruptcy, death of the Owner (or in the case of tenancies by the entirety, death of both spouse/owners), or other transaction. Thereafter, such units shall be subject to the 45 unit limitation imposed by this subsection. No other units in the community may be leased unless the number of leased units is less than 45 units, or until the number of leased units decreases to less than 45 units.

If 45 units are under lease at the time an Owner informs the HOA of his intent to lease, the Owner's name and unit address will be placed on a Lease Waiting List in the chronological order in which each request was received. An owner will not be charged the administrative fee at the time the owner requests to be put on this waiting list.

(g) All leases shall contain the following language:

*"The tenant and all occupants under this lease agreement are subject to all provisions of the Declaration of Protective Covenants and Use Restrictions and Rules of Versage Homeowners Association. The terms and provisions of those documents are incorporated into this lease by reference as fully as if actually set forth herein, and shall have the same force and effect as if set forth in this lease. Any failure by the lessee or other occupants or lessee's guests to comply with the terms and provisions of those documents shall constitute an event of default under the lease or rental agreement."*

(h) Every owner who leases his unit shall deliver to his lessee a copy of the Declaration, Bylaws, and Use Restrictions and Rules, of the Association no later than the commencement of lessee's or renter's occupancy. All leases shall require, without limitation, that the lessee acknowledges receipt of a copy of said document, and the execution of the lease shall be conclusive evidence that said lessee has actual notice of the terms and provisions of said documents. Thereafter, it shall be no defense to any action pursued by the Association that the lessee or other occupants or guests were not aware of the rules of the Association.

(i) Owners who lease or rent their units shall be responsible for assuring compliance by renters and lessees with the Use Rules and Regulations, the Declaration, the Articles of Incorporation, and the Bylaws of Versage Homeowners Association. Any violation of the terms and provisions of those documents by a tenant or tenant's occupant shall constitute a violation by the owner, subjecting the owner to such fines and other sanctions as may be set forth herein or in said documents.

(j). Subleasing of leased units, or assignment of existing leases, rental agreements, or tenancies is prohibited. In the event it comes to the attention of the HOA that a leased unit has been sublet, or the existing lease has been assigned, or that occupants other than those listed on the Leasing Information Form occupy the unit; or that the Owner has leased the unit without notifying the HOA and complying with the HOA leasing process as set forth herein, said unit shall immediately be stricken from the list of approved leased units, the lease shall be considered null and void by the HOA, and the owner shall be subject to such fines and other sanctions as may be set forth in the Declaration of Protective Covenants of Versage Homeowners Association so long as tenants under the void leasehold shall occupy the unit.

(k). When a lessee under an existing lease vacates the unit, the owner of the unit shall immediately notify the HOA of said lease termination, and that unit shall not be leased anew unless the unit qualifies for leasing pursuant to these rules. An owner who fails to notify the HOA with the intent to circumvent these rules shall be a violation of these rules and shall subject the owner to all sanctions available pursuant to the Declaration of Restrictive Covenants.

(l). Nothing herein shall be construed to restrict or deny active military service personnel those rights set forth in the Service Members Civil Relief Act (SCRA) and the Soldiers and Sailors Civil Relief Act (SSCRA).

(m). The HOA shall keep maintain records of (1) all owners and units currently under lease, (2) the current Lease Waiting List, and (3) copies of all documents delivered and kept by the HOA pursuant to subsection (c), above. The HOA shall have no duty to make these documents available to members, except the HOA shall make available to any owner upon written request the number of units currently under lease and the number of units on the Lease Waiting List.


(n). **Notices:** All notices and communications to the HOA necessary to comply with these rules may be made to the following:

The Versage Homeowners Association  
7427 Matthews-Mint Hill Road  
Suite 105 # 112  
Mint Hill, NC 28227  
(704) 573-5123

**[END OF TEXT]**

The undersigned, being a Director on the Board of Directors of Versage Homeowner's Association, Inc., a North Carolina nonprofit corporation, certifies that the foregoing modification to the Versage Homeowners Association, Inc. Use Rules and Regulations was adopted and enacted by the Board of Directors of the Versage Homeowners Association, Inc., at a duly called and held Special Meeting of the Board of Directors on May 22, 2017

**VERSAGE HOMEOWNERS ASSOCIATION, INC.**

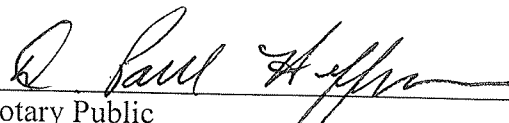
By:   
Shelton Lee, Director

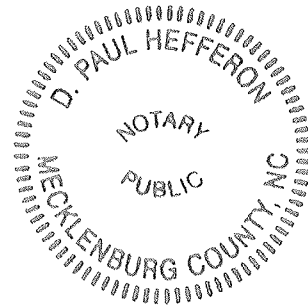
Date: 5-24-17

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

I, a Notary Public for the State and County aforesaid, certify that Shelton Lee personally appeared before me this day and acknowledged that he is an elected or appointed Director on the Board of Directors of the Versage Homeowners Association, Inc., A North Carolina nonprofit corporation; and he further acknowledged that he is authorized to act for the corporation; and that by said authority did sign this instrument in said corporate capacity.

This the 24<sup>th</sup> day of May, 2017

  
Notary Public  
My Commission Expires: 10/20/18



**THE VERSAGE HOMEOWNERS ASSOCIATION, INC.**  
**7427 Matthews-Mint Hill Road**  
**Suite 105 # 112**  
**Mint Hill, NC 28227**  
**(704) 573-5123**

**LEASE INFORMATION FORM**

Owner's Name: \_\_\_\_\_

Address of unit to be leased: \_\_\_\_\_

Name of Lessee(s): \_\_\_\_\_

    Phone Number(s): \_\_\_\_\_

    Email: \_\_\_\_\_

Name of all persons who  
will occupy leased unit: \_\_\_\_\_

Make, model & tag number  
vehicles of all occupants: \_\_\_\_\_

**EXHIBIT A**