

RESOLUTION TO AMEND DECLARATION THE OAK HILL HOMEOWNERS' ASSOCIATION

WHEREAS, Oak Hill Homeowners Association (the "Community") is a planned community that was duly created by the recording of a Declaration of Covenants and Easements, Conditions and Restrictions; and

WHEREAS, the Unit Owners of Oak Hill Homeowners' Association wish to amend the Declaration to include restrictions and guidelines regarding the ownership and leasing of homes in the Community that the Unit Owners believe will be beneficial to the Community.

NOW, THEREFORE, the Unit Owners of the Community hereby resolve to amend the Amended Declaration of Covenants, Conditions and Restrictions as follows:

1. Article VIII of the Declaration of Covenants and Easements, Conditions and Restrictions shall be amended to read as follows:

ARTICLE VIII – OWNERSHIP LIMITS/LEASES

8.1 Statement of Policy. The Association believes that as many Units as possible should be occupied by Unit Owners because (a) owner-occupants generally are more responsible about maintenance and upkeep of the Community, and (b) various mortgage lenders and government agencies mandate limits on the number of investor-owned Units in a community in order to qualify for certain forms of financing. It is also the policy of the Association that Unit Owners remain liable and responsible for their Units and the actions of their tenants, licensees and invitees.

8.2 Ownership of Units. No Single Unit Owner shall be permitted to own more than two (2) Units anywhere in the Community. For purposes of this limitation, a "Single Unit Owner" shall mean: (i) any human person or persons holding title to the Unit; or (ii) any trust, limited liability company, corporation, partnership or other entity holding title to the Unit. The Board of Directors is authorized to adopt reasonable rules regarding attribution of ownership of a Unit for purposes of applying this section. A court of competent jurisdiction may order any Single Unit Owner who owns more than two (2) Units anywhere in the Community to convey title in any such Unit or Units as will result in such Single Unit Owner being in compliance with the ownership limits of this subsection.

8.3 Leasing. Leasing of Units (which for purposes of this Article includes any arrangement, with or without consideration, written or unwritten, by which someone other than the Unit Owner is the primary occupant of the Unit) is permitted, subject to the limits and restrictions established in this Declaration and in the Rules & Regulations to be established by the Board of Directors of the Community. A Unit Owner may be barred from leasing a Unit if such Owner leases a Unit to tenants who do not comply with the Association's Declaration, Bylaws and Rules & Regulations. Not more than twenty-one (21) Units in the Community may be leased Units at any one time. Any Single Unit Owner wishing to lease their Unit when the cap

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in the preceding sentence has been reached, may request in writing to be placed on a waiting list maintained by the Association, upon completing and filing a Leasing Wait List Request for and paying the one-time listing fee then in effect. Rules & Regulations. The Board of Directors is authorized to adopt and enforce reasonable Rules & Regulations governing the leasing of Units in the Community, including but not limited to: (i) implementation and enforcement of the limits prescribed in this Article; (ii) periodic survey and registration of rental Units in the Community; (iii) a required form of lease or addendum to be used by Unit Owners who are leasing a Unit in accordance with the Rules & Regulations; (iv) designation of Units available for leasing; (v) procedures for granting short-term exemptions from the limits of this Article when warranted by extraordinary or emergency circumstances; (vi) excepting Units from the limits of this Article where such Units are leased by the Unit Owner without consideration to: (x) a spouse, lineal descendant or lineal ancestor or (y) a sibling or other close family member who is financially dependent on the Unit Owner; and rules governing the Leasing Wait List. The Board of Directors is authorized to adopt, impose and collect an initial leasing registration fee for each time a leased Unit is put under a new lease of \$150 and an annual lease fee of \$75 for each renewal term of the registered lease.

8.4. Existing Leases. No lease in effect as of the effective date of this Article (a "Prior Lease") shall be abridged or impaired by reason of this Article, and no tenant lawfully occupying a Unit as of the effective date of this Article shall be required to vacate the Unit solely because of this Article. However, the Unit Owner(s) and tenant(s) under a Prior Lease must comply with all of the Governing Documents of the Association. No Prior Lease may be amended or assigned without prior approval of the Board of Directors.

8.5. Certificate of Rental Eligibility. No Unit Owner may lease a Unit owned by the Unit Owner unless such Unit Owner is in good standing with the Association and has received a Certificate of Rental Eligibility from the Association confirming that the Unit Owner has complied with the relevant provisions of this Declaration, the Bylaws and the Rules and Regulations and that the Unit may be leased in accordance with this Article.

8.6. Lease Restrictions. All leases must be in writing and must be for an initial term of at least one (1) year. Any renewal term (or terms) must also be for at least one (1) year. No Unit may be subleased and any purported sublease shall be null and void. No Unit may be leased or occupied for transient (*e.g.*, AirBnB, VRBO, or any similar service) or hotel purposes. All leases must be provided to the Board of Directors of the Association within fourteen (14) days after execution and must include an addendum approved by the Board of Directors containing the provisions required by the Association to comply with this Declaration ("Addendum"). All leases must provide that the tenant shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Rules and Regulations.

8.7. Liability of Owners & Tenants. The leasing of a Unit shall not affect the Unit Owner's obligations under this Declaration, the Bylaws and Rules and Regulations. As further set forth in the Addendum, a Unit Owner leasing a Unit shall be responsible for the actions of the lessee of the Unit and other person they permit in the Unit during their lease and for compliance by all such occupants with the provisions of this Declaration, the Bylaws and the Rules and Regulations. The Unit Owner shall be primarily responsible for all fines or other

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sanctions imposed by the Association as a result of the actions of the occupants of the Unit. In the event of repeated or egregious violations by the occupants not corrected or stopped by the Unit Owner, the Board of Directors may direct the Unit Owner to prosecute an eviction action against such persons. Should the Unit Owner fail to do so promptly after such direction, the Board of Directors of the Association may bring an action without further notice to Unit Owner to enforce the lease in the name of the Association, by its Board of Directors, or the Unit Owner, or both, to have the lessee evicted or to recover damages or both. Furthermore, should a court determine that a lessee has violated any term or terms of the lease, including the Addendum, the Unit Owner and lessee shall be jointly and severally liable for the costs and legal fees incurred by the Association in enforcing the lease, which shall be a lien on the Unit Owner's Unit.

EFFECTIVE DATE: JULY 1, 2024