

**CONSENT FORM TO AMEND THE DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND RESTRICTIONS FOR WEBER OAKS
SUBDIVISION**

I/we, _____, state that I/we are the Owner(s) of a Lot at the Weber Oaks Subdivision. I/we acknowledge receipt and review of the proposed addition to the Declaration of Covenants, Easements, Conditions and Restrictions for Weber Oaks Subdivision ("Declaration") as described in the attached Exhibit A.

My/our vote is cast as follows:

_____ Approval of the proposed Amendment to the Declaration.	_____ Disapproval of the proposed Amendment to the Declaration.
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Signature

Signature

Name (Please Print)

Name (Please Print)

Date

Date

RETURN THIS DOCUMENT TO:
Weber Oaks Homeowners' Association
PO Box 923
Milford, OH 45140
weberoakshoa@gmail.com

Please return this Consent Form via regular mail or via email. If you submit the Consent Form by email, please scan your completed Consent Form and send the Consent Form to Savannah Townsend in PDF format. Please do not send a photograph of your completed Consent Form.

EXHIBIT A – Leasing of Lots.

The following shall be added to the Declaration as Article IV, Section T.:

(T) Leasing of Lots. In order to (i) protect the equity of the individual Owners of the Lots; (ii) to carry out the purposes for which the community was formed by preserving the character of the community as a homogeneous residential community of predominantly owner-occupied homes and by preventing the community from assuming the character of a renter-occupied community; and (iii) to comply with the eligibility requirements for financing in the secondary mortgage market, if any, insofar as such criteria provides that the project be substantially owner-occupied, the leasing of any Lot is prohibited except as provided herein.

(1) An exception exists for Owners who are leasing their Lots on the date this Amendment is recorded with the Clermont County, Ohio Recorder's office (the "Effective Date"). These Lots shall be considered "Grandfathered" and shall be permitted to continue to be leased, subject to the herein contained conditions. However, upon the conveyance of title of a "Grandfathered" Lot, by any conveyance method whatsoever, the new Lot Owner shall be subject to the provisions of this Section, and the leasing of the Lot shall be prohibited. In order for a Lot to be deemed "Grandfathered," the Lot Owner of such Lot must, within forty-five (45) days of the Effective Date, provide the Association with (a) written notice that the Lot is being leased; (b) a copy of the lease; and (c) the contact information for all occupants of the Lot, as well as contact information of the Lot Owner (at an address and phone number other than the Lot). When the Lot is no longer "Grandfathered", it must either be occupied by the Lot Owner or sold.

(2) The Board shall, however, be empowered to allow reasonable leasing of any Lot to avoid hardship, upon application by the Owner in accordance with procedures adopted by the Board. Hardship shall include, but not be limited to:

- a. where an Owner must relocate his or her residence and cannot, within one hundred and eighty (180) days from the date the Lot was placed on the market, sell the Lot for the current appraised market value, after having made reasonable effort to do so;
- b. where the Owner dies and the Lot is being administered by his or her estate; or
- c. where the Owner resides in a facility that provides substantial medical care or living assistance, temporarily or permanently.

A hardship exception may only be granted for a period of one (1) year, after which time the Owner must re-apply. Applications for a hardship exception will be considered in the order in which they are received. Documentation evidencing a hardship is required before an exception will be granted. The Board shall have the sole discretion to determine whether a hardship exists.

(3) As to any Lots which are permitted to be leased, the following conditions shall apply:

- a. All lease agreements must be in writing. All lease agreements shall provide that: (i) the occupants of the Lot are subject to the Declaration, the Association's By-Laws, and the Rules and Regulations promulgated by the Board; (ii) the failure to abide by the Declaration, By-Laws, and Rules and Regulations shall be a default under the lease; and (iii) the lease is for occupancy of the entire Lot. If a lease agreement is not for the occupancy of the entire Lot, then, by means of this covenant on, such provisions shall be deemed automatically included in the lease agreement. The Owner must notify the tenant of all of the terms of the Declaration, By-Laws, and Rules and Regulations by providing copies of those documents to the tenant. A copy of the lease agreement shall be provided to the Association upon execution of the same.
- b. No subleasing is permitted.
- c. Each lessee shall be required to sign a document acknowledging receipt of the Declaration, By-Laws, and the Rules and Regulations and that the lessee(s) is/are subject to the same.
- d. The Owner shall furnish the Association with the names of the lessee, lessees' family members, and roommates who will occupy the Dwelling Unit upon execution of the lease agreement.
- e. The Board shall have the power to make and enforce reasonable rules and regulations and to levy enforcement assessments, in accordance with the Declaration, By-Laws, or Ohio law, for violations of the provisions herein. Any transaction which does not comply with the provisions herein shall be void unless subsequently approved by the Board in writing. Any enforcement assessments levied and not paid shall constitute a lien against the Unit.
- f. All leases must be for a term of at least twelve (12) months. Daily, weekly and monthly, high turnover, rentals, leases and/or subleases are strictly prohibited. AirBNB and similar daily/short term rentals are also strictly prohibited.

(4) The occupancy of a dwelling unit and Lot by an Immediate Family Member of an Owner shall not be prohibited by any part of this Section. "Immediate Family Member" shall mean father, mother, sibling, child, step-child, spouse, or step-parent of an Owner. The Owner of a Lot that is occupied by an Immediate Family Member shall be responsible to prove to the Board that an occupant is an Immediate Family Member. A birth or marriage certificate may be

used to demonstrate that an occupant is an Immediate Family Member.

(5) Any first mortgagee of a Lot who becomes the Owner of that Lot by foreclosure of its first mortgage or a deed in lieu of foreclosure on its first mortgage shall be permitted to lease the Lot; however, such lease term shall not be less than one (1) year. The lease shall be in writing and in a form approved by the Board, and must be provided to the Board. Any subsequent purchaser from the first mortgagee, however, is subject to all of the restrictions set forth herein.

(6) Any land contract for the sale of a Lot must conform in all ways to the provisions contained in Ohio Revised Code Chapter 5313.02 and must be recorded with the Clermont County Recorder. A recorded copy of the land contract must be delivered to the Board of Directors within thirty (30) days of its recording. Any land contract that is unrecorded or does not otherwise comply with the provisions contained in Ohio Revised Code Chapter 5313.02 is a prohibited lease.

(7) The Association may initiate eviction proceedings, pursuant to the Declaration and Chapters 5321 and 1923 of the Ohio Revised Code, to evict a tenant for a violation of the Declaration, By-Laws and Rules and Regulation by an occupant or tenant of the Lot. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Ohio Revised Code, the Association shall give the Owner at least ten days written notice of the intended eviction action prior to placing a thirty (30) day notice to leave on the door of the tenant. The costs of any such eviction action, including reasonable attorney's fees, shall be charged to the Owner as an assessment and shall be subject to the lien and foreclosure provisions of the Declaration and By-Laws Chapter 5312 of the Ohio Revised Code.

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