

RIVER PINES RV RESORT CONDOMINIUM

PROPOSED AMENDMENT REGARDING RENTALS

Based on the polling results, two options yielded close results. Under both of those options, rentals are prohibited except for those who are “grandfathered” and there will be exceptions allowed for immediate family and undue hardship situations. However, the definition of who is “grandfathered” differs in each option.

Please read below and select ONE option on the attached ballot.

OPTION 1: All rentals are prohibited, except those Owners who are currently renting their Units will be “grandfathered” so that they can continue renting the Units until the existing lease expires. Upon expiration of that existing lease, the landlord/Owner will become subject to the amendment and will not be allowed to rent the Unit again. The text of this proposed rental amendment is as follows:

- A. Upon the date this Amendment is recorded (“Effective Date”), and except in the case of “Grandfathering” described below, none of the Units may be leased at any one time without demonstrating an undue hardship.
- B. Owners desiring to apply for an undue hardship exception must do so by filing an application and documentation evidencing such an undue hardship with the Board. Applications for an undue hardship exception will be considered in the order in which they are received. The Board shall have the sole discretion to determine whether an undue hardship exists. Circumstances constituting an undue hardship include but are not limited to the following:
 - 1. An Owner is transferred one hundred (100) miles or more by their employer from Clermont County, Ohio *and* the Unit has failed to sell after having been listed for sale on the MLS at the appraised value for a period of six months.
 - 2. If an Owner dies and the Unit is being administered by his or her estate, the Unit may be leased, provided that all assessments are current prior to leasing.
 - 3. Owners of Units that have been listed for sale on the MLS for a period of one year may apply for a hardship as long as the listing price of the Unit is based on the appraised value.
 - 4. If an Owner is admitted to a nursing home or other long-term care facility, the Unit may be leased, provided that all assessments are current prior to leasing.

- C. Notwithstanding the above, Owners who are leasing their Unit on the Effective Date shall be considered “Grandfathered” and shall be allowed to continue to lease their Unit until their existing lease expires. Upon expiration of the existing lease, the Owner shall be subject to the rental limits contained in this Amendment and the Unit shall no longer be considered “Grandfathered.”
- D. Owners who rent their Units shall perform a criminal background check on all proposed tenants and tenants’ family members, and roommates who will occupy the Unit and shall provide the results of the same to the Association. The Association reserves the right and has reasonable discretion to reject occupancy by such people based upon the results of the background check.
- E. All lease agreements must be in writing. All lease agreements shall provide that: (1) the tenant is subject to this Declaration, the Association’s By-Laws, and the rules and regulations promulgated by the Board; and (2) the failure to abide by the Declaration, By-Laws, and rules and regulations shall be a default under the lease. If the lease agreement shall not so provide, then, by a means of this covenant on the Property and the Units, such provisions shall be deemed automatically included in the lease agreement. The Board shall have the power to remedy a default of the lease agreement as provided by Ohio law.
- F. All lease terms must be for a minimum of one year. Upon expiration of a lease term, a new lease for a minimum term of one year must be signed, pursuant to a new finding of an undue hardship by the Board upon a new application for the same. Holdover tenancies are prohibited.
- G. All proposed leases must be provided to the Association prior to being signed. The Board of Directors may review a proposed lease prior to execution to ensure that it conforms to these restrictions and does not violate the Declaration, By-Laws, or the Association’s rules and regulations. When providing a proposed lease to the Board of Directors, the rental amount and private information about the tenant may be redacted. A copy of any lease agreement must be given to the Board of Directors immediately after it is executed.
- H. The Association may request the names of tenants, tenants’ family members, and roommates who will occupy the Unit.
- I. Rental or use of a Unit or part of a Unit may not be used for transient or hotel purposes, which is defined as: (1) rental for any period less than thirty days; and (2) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services.
- J. All Owners, their tenants, and all persons lawfully in possession and control of any part of a Unit shall comply with all covenants, conditions, and restrictions set forth in a deed to which they are subject and/or in the Declaration, By-Laws, or the rules and regulations of the Association. Violations of those covenants, conditions, or restrictions shall be

grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

- K. The Board shall have the power to make and enforce reasonable rules and regulations and to assess fines, in accordance with the Declaration, the By-Laws, and Ohio law, for violations of the provisions of this Section. Any transaction that does not comply with the provisions of this Section shall be void unless subsequently approved by the Board of Directors in writing. Any fines levied against a lessee and not paid by said lessee shall constitute a lien against the Unit.
- L. Leasing/renting Owners shall not enter into a lease that would allow anyone who is a registered sex offender or a convicted felon in any state to occupy a Unit.
- M. The occupancy of a Unit by an immediate family member of the Owner(s) shall not be governed by this provision. "Immediate family member" shall mean a parent, grandparent, sibling, child, or grandchild of the Owners(s).
- N. Any first mortgagee of a Unit that becomes the Owner of that Unit shall be permitted to lease it without being subject to this provision.

OPTION 2: All rentals are prohibited, except all Owners in River Pines will be "grandfathered" so that they can offer their Unit for rent at any time for as long as they own the Unit. Once the Unit is sold, passed down, or given away, it can no longer be rented. The text of this proposed rental amendment is as follows:

- A. Upon the date this Amendment is recorded ("Effective Date"), and except in the case of "Grandfathering" described below, none of the Units may be leased at any one time without demonstrating an undue hardship.
- B. Notwithstanding the above, all record Owners of Units as of the Effective Date shall be considered "Grandfathered" and shall be permitted to lease their Unit irrespective of this rental prohibition until they convey their Unit. "Convey" shall include any conveyance method whatsoever except when title is transferred to a trust or limited liability company controlled by the Owner. Upon conveyance of a Grandfathered Unit, the new Owner of the Unit shall be subject to the rental prohibition contained in this Amendment and the Unit shall no longer be considered "Grandfathered."
- C. Owners to whom the rental prohibition applies (those who purchase the Unit after the Effective Date) may apply for an undue hardship. In order to do so, they must file an application and documentation evidencing such an undue hardship with the Board of Directors. Applications for an undue hardship exception will be considered in the order

in which they are received. The Board shall have the sole discretion to determine whether an undue hardship exists. Circumstances constituting an undue hardship include but are not limited to the following:

- a. An Owner is transferred one hundred (100) miles or more by their employer from Clermont County, Ohio *and* the Unit has failed to sell after having been listed for sale on the MLS at the appraised value for a period of six months.
 - b. If an Owner dies and the Unit is being administered by his or her estate, the Unit may be leased, provided that all assessments are current prior to leasing.
 - c. Owners of Units that have been listed for sale on the MLS for a period of one year may apply for a hardship as long as the listing price of the Unit is based on the appraised value.
 - d. If an Owner is admitted to a nursing home or other long-term care facility, the Unit may be leased, provided that all assessments are current prior to leasing.
- D. Owners who rent their Units shall perform a criminal background check on all proposed tenants and tenants' family members, and roommates who will occupy the Unit and shall provide the results of the same to the Association. The Association reserves the right and has reasonable discretion to reject occupancy by such people based upon the results of the background check.
- E. All lease agreements must be in writing. All lease agreements shall provide that: (1) the tenant is subject to this Declaration, the Association's By-Laws, and the rules and regulations promulgated by the Board; and (2) the failure to abide by the Declaration, By-Laws, and rules and regulations shall be a default under the lease. If the lease agreement shall not so provide, then, by a means of this covenant on the Property and the Units, such provisions shall be deemed automatically included in the lease agreement. The Board shall have the power to remedy a default of the lease agreement as provided by Ohio law.
- F. All lease terms must be for a minimum of one year. Upon expiration of a lease term, a new lease for a minimum term of one year must be signed, pursuant to a new finding of an undue hardship by the Board upon a new application for the same. Holdover tenancies are prohibited.
- G. All proposed leases must be provided to the Association prior to being signed. The Board of Directors may review a proposed lease prior to execution to ensure that it conforms to these restrictions and does not violate the Declaration, By-Laws, or the Association's rules and regulations. When providing a proposed lease to the Board of Directors, the

rental amount and private information about the tenant may be redacted. A copy of any lease agreement must be given to the Board of Directors immediately after it is executed.

- H. The Association may request the names of tenants, tenants' family members, and roommates who will occupy the Unit.
- I. Rental or use of a Unit or part of a Unit may not be used for transient or hotel purposes, which is defined as: (1) rental for any period less than thirty days; and (2) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services.
- J. All Owners, their tenants, and all persons lawfully in possession and control of any part of a Unit shall comply with all covenants, conditions, and restrictions set forth in a deed to which they are subject and/or in the Declaration, By-Laws, or the rules and regulations of the Association. Violations of those covenants, conditions, or restrictions shall be grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.
- K. The Board shall have the power to make and enforce reasonable rules and regulations and to assess fines, in accordance with the Declaration, the By-Laws, and Ohio law, for violations of the provisions of this Section. Any transaction that does not comply with the provisions of this Section shall be void unless subsequently approved by the Board of Directors in writing. Any fines levied against a lessee and not paid by said lessee shall constitute a lien against the Unit.
- L. Leasing/renting Owners shall not enter into a lease that would allow anyone who is a registered sex offender or a convicted felon in any state to occupy a Unit.
- M. The occupancy of a Unit by an immediate family member of the Owner(s) shall not be governed by this provision. "Immediate family member" shall mean a parent, grandparent, sibling, child, or grandchild of the Owners(s).
- N. Any first mortgagee of a Unit that becomes the Owner of that Unit shall be permitted to lease it without being subject to this provision.