**RESOLUTION**

***Whereas,*** the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Logsdon’s Ridge Home Owners Association provides restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the property subject to the Declaration and promoting the safety and comfort of the residents; and

***Whereas,*** the Declaration, pursuant to Article VII, Section 7.3, may be amended by a vote of not less than seventy-five (75%) of the Lot Owners; and

***Whereas,*** the Board believes that it is desirable to amend the Declaration to provide for restrictions against renting and against sexual predators; and

***Whereas,*** the Board, through its legal counsel have drafted such restrictions and recommends the adoption of such restrictions to the Lot Owners; now therefore

***Be It Resolved:*** That the Association recommends that the Lot Owners review and vote for the amendment of the Declaration as follows:

That Article VI of the Declaration shall be amended by the addition of the following restrictions.

**6.1.10** **Sex Offenders**.

No Sex Offender may reside in or occupy a dwelling unit or Lot for any length of time, nor enter upon the Property as a guest, visitor, employee or contractor of an Owner or Occupant of any Lot.

A Sex Offender is a person who:

is adjudicated or designated to be a sexual predator or a habitual sex offender by an appropriate court or law enforcement agency, and

is required to register with a designated registering agency under the laws of the State of Ohio pursuant to the Ohio Sex Offenders Act, or any similar laws or ordinances of the State of Ohio, any other state or federal jurisdiction, or any political subdivision of any of the foregoing, as the same may be, from time to time amended.

The Association may enforce the provisions of this section by commencing an action to enjoin such person from occupying a dwelling unit or Lot and/or from coming on the Property; or to evict such person; or to levy enforcement charges for the violation of this section; or any combination of the foregoing; and all costs in connection therewith, including attorneys and paralegal fees, shall be charged to the Lot, and the Owner of the Lot, in which such person resides or of which such person is a guest, visitor, employee or contractor, as an assessment, enforceable in accordance with the provisions of O.R.C 5312.11 and 5312.12.

**6.1.11 Renting and Leasing.** It is the intent of this Declaration to provide for an owner-occupied community and except as provided in this Section, no Lot or dwelling unit may be leased or rented or held solely for investment purposes. The Board of Directors shall, however, be empowered to allow reasonable leasing of the Lot or dwelling units upon application in accordance with procedures adopted by the Board to avoid undue hardship. Undue hardship shall include, but shall not be limited to: (1) where a Lot or dwelling unit Owner must relocate his or her Lot or dwelling unit and cannot, within one hundred eighty (180) days from the date the Lot or dwelling unit is placed on the market, sell the Lot or dwelling unit for the current appraised market value, after having made reasonable effort to do so; (2) where the Lot or dwelling unit Owner dies and the Lot or dwelling unit is being administered by his or her estate; and (3) where the Lot or dwelling unit Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot or dwelling unit, in which case the Lot or dwelling unit Owner must reapply at the end of any lease for renewal of the hardship exception.

No Lot or dwelling unit or part thereof shall be rented or used for transient purposes, which are defined as: (i) rental for any period of less than three hundred sixty-five (365) days or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Lot or dwelling unit only. No lease may be less than an entire Lot or dwelling unit. Each Lot or dwelling unit is intended for single family occupancy relative to the Residential Code of Ohio.

Any first mortgagee who takes title to a Lot or dwelling unit pursuant to the remedies contained in the mortgage shall be permitted to lease that Lot or dwelling unit without any showing of undue hardship. Any purchaser of a Lot or dwelling unit from a first mortgagee shall be subject to the provisions of this section.

The Board shall have the power to make and enforce reasonable rules and regulations, including sanctions for violations, in accordance with the Declaration and Bylaws, to enforce the provisions of this section.

If permitted by the Board, a Lot or dwelling unit Owner shall rent or lease a Lot or dwelling unit on a written form of lease. A minimum of thirty (30) days prior to the commencement of the term of a lease the Lot owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect. Any lease agreement shall state whether the tenant or Owner is responsible for the Logsdon's Ridge Home Owner Association dues and the maintenance of the property. Any lease agreement shall provide that the lease shall be subject in all respects to the provisions of the Declaration, and to the rules and regulations duly promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration and lawful rules and regulations shall be a default under the lease. Each Lot or dwelling unit Owner shall, promptly following the execution of any lease of a Lot or dwelling unit, forward a conformed copy thereof to the Secretary. Whether or not such provisions are included in a lease of a Lot or dwelling unit, the Association may enforce the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, or Association rules and regulations. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923. The action shall be brought by the Association, as the agent of the Owner of the Lot or dwelling unit leased or rented by the tenant, and in the name of that Lot Owner. The Association shall give the Lot Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction initiated by the Association, including reasonable attorney's fees, shall be charged to the Lot Owner in accordance with the provisions of O.R.C. 5312.11 and 5312.12.

Those owners leasing their Lots or dwelling units upon the effective date of this amendment may continue to lease such Lot or dwelling units and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of the Lot or dwelling units. Upon the conveyance of any Lot or dwelling unit presently being leased, the grantee thereof shall be subject to the owner-occupied provisions of this Section, in addition to all other provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder.

***Be It Further Resolved:*** That the Board and the Officers of the Association inform the Lot Owners and set a procedure for the adoption of such amendments.