

# *Oak Hill at Spring Ridge Homeowners Association*

August 20, 2024

Dear Oak Hill Homeowners,

As you all know, the Amendment to the Declaration for the leasing restrictions was approved in May and the Amendment was recorded in June.

Attached please find the Certificate of Amendment to the Declaration of Covenants and Easements, Conditions and Restrictions. Please keep this with your official association documents.

The Oak Hill Board thanks everyone who participated in the community decision-making process. Your involvement helps to strengthen our community.

Sincerely,

The Oak Hill Board (HOA)

Bob Long, President  
Bill Widing, Vice-President  
Donna Beissel, Treasurer

Debbie Dallago, Secretary  
Alice Einolf, Director

Prepared by & return to:

Hal A. Barrow, Esquire  
Clemons, Richter & Reiss, P.C.  
2003 S. Easton Rd., Suite 300  
Doylestown, Pa 18901

Master Tax Parcel No.: 80 4397 09 05 4468 (Community Facilities Only)

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND  
EASEMENTS, CONDITIONS AND RESTRICTIONS**

**OAK HILL AT SPRING RIDGE**

The Oak Hill at Spring Ridge Homeowners Association hereby certifies that, pursuant to a vote of more than 67% of the Owners in Oak Hill at Spring Ridge, the Amended Declaration of Covenants and Easements, Conditions and Restrictions for Oak Hill at Spring Ridge is further amended as follows:

1. Article VIII of the Amended 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 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 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.

IN WITNESS WHEREOF, we have affixed our hands and seals this 24th day of MAY, 2024.

Attest:

Oak Hill at Spring Ridge Homeowners Association

Deborah Dallago  
Deborah Dallago, Secretary

By:

Robert Long  
Robert Long, President

**Acknowledgment**

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF Berks :

On this 24th day of May, 2024, before me, a notary public, appeared Robert Long and Deborah Dallago, known to or satisfactorily proven to me to be the President and Secretary of Oak Hill at Spring Ridge Homeowners Association and acknowledged that they executed this Certificate of Amendment for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Debra L. Hartman  
Notary Public

