

GLENEAGLE NORTH HOMEOWNER'S ASSOCIATION

Rule for Renting or Leasing of Residences

The Gleneagle North Homeowner's Association (GNHOA) represents the homeowners in enforcing the recorded Declaration (the "Covenants") for each filing. The Covenants, which are binding upon all property owners, are intended to protect the property values within the filings, to promote the owners' enjoyment of their properties, and to preserve the attractiveness of the GNHOA area.

The goal and intent of this Rule for Renting/Leasing of Residences ("Rule") is to clarify and provide guidance for owners intending to rent or lease a residence and enforce the standards that are set forth in the Covenants. The appropriate Filing Architectural Control Committee (the "ACC") and the GNHOA Board of Directors ("Board") intend to work with any cooperative owners to resolve identified violations in a harmonious manner whenever possible.

References:

1. Articles of Amendment to the Articles of Incorporation, recorded on September 3, 1996.
 - a. Paragraph A which reads "The purposes and objectives for which the Association is formed (none of which shall be for pecuniary profit) shall include those set forth in the Articles of Incorporation together with the following purposes and objectives."
 - b. Subparagraph (7) which reads "To adopt and enforce rules and regulations as permitted in the applicable declaration."
2. Amended and Restated Bylaws of the Gleneagle North Homeowner's Association, dated April 7, 2021, Article IV, Board of Directors.
 - a. Paragraph 2 which reads "The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Owners of the Lots."
 - b. Subparagraph (b) which reads "To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Lots and/or Association property with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Member upon the adoption thereof."
3. Declaration of Covenants, Restrictions and Charges for Gleneagle Filing No. 4, Phase 1 and Gleneagle Filing No. 4, Phase 2 dated January 29, 1987.
 - a. Section 102 which reads "All lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site."
 - b. Section 143 which reads "Declarant shall have authority to grant for a lot or building site a variance from the terms of one (1) or more of the foregoing sections subject to terms and conditions fixed by the Declarant as will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those sections will result in unnecessary hardship. Following an application for a variance:"
 - i. Subparagraph e) which reads "A variance shall not be granted unless Declarant shall find that all of the following conditions exist:"
 - ii. Subparagraph e) i. which reads "the variance will not authorize the operation of a use other than private, single-family residential use."

- iii. Subparagraph e) iv. which reads "the variance will not alter the essential character of the Subdivision;"
 - iv. Subparagraph e) vii. which reads "the circumstances leading the applicant to seek a variance are unique to the lot or building site or its owner and are not applicable generally to lots in the Subdivision or their owners."
- 4. Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property known as Parts of Donala Subdivision No. 3 (including property to be platted as Gleneagle Subdivision Filing Nos. 6 and 7 and Lots 1-13 in Gleneagle Filing No. 2), dated August 19, 1996.
- 5. Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property known as Gleneagle Subdivision Filing No. 8, dated July 8, 1993.
- 6. Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property known as Gleneagle Subdivision Filing No. 9, Except Lot 64, dated August 19, 1996.
- 7. The following references are identical in each of the Declarations listed in paragraphs 4, 5, and 6 above:
 - a. Section 101. Single Family Residences. "All Lots in the Subdivision shall be used exclusively for private single family residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business or commercial use shall be carried on or within any Lot."
 - b. Section 201, Subparagraph d. which reads "Declarant shall have the right to adopt and amend guidelines concerning architectural and other building standards consistent with this Declaration."
 - c. Section 202. Variances, which reads "Declarant shall have authority to grant for a lot or building site a variance from the terms of one or more of the Sections of Article 1 of these Covenants subject to terms and conditions fixed by the Declarant that will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those sections will result in unnecessary hardship. Following an application for a variance:"
 - i. Subparagraph e) which reads "A variance shall not be granted unless Declarant shall find that all of the following conditions exist:"
 - ii. Subparagraph e) i. which reads "the variance will not authorize the operation of a use other than private, single-family residential use:"
 - iii. Subparagraph e) iv. which reads "the variance will not alter the essential character of the Subdivision;"
 - iv. Subparagraph e) vii. which reads "the circumstances leading the applicant to seek a variance are unique to the Lot or its owner and are not applicable generally to Lots in the Subdivision or their owners."

Clarification of the requirements set forth above:

In light of the clear intent of the references listed above, this Rule provides the following clarifications for Lot Owners who desire to rent or lease all or a portion of their residence:

- 1. Owners who occupy the property as their primary residence may rent or lease a portion of their residence for a period of six (6) months or longer.
- 2. Owners that do not maintain and occupy the property as their permanent residence may rent or lease the residence for a period of six (6) months or more to a single family.
- 3. Rentals of all or a portion of the residence for less than six (6) months may be approved by the respective Filing ACC on a case-by-case basis.


4. Rental or lease of the residence is not allowed if such rental or lease is operated as a business or advertised as a short-term rental in any manner.

Role of the ACC in enforcing this Rule:

The respective Architectural Control Committee for each Filing will act on each reported violation of this rule and the applicable covenants in accordance with the GNHOA Rule for Enforcement of Covenants.

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Gleneagle North Homeowner's Association and that the foregoing Rule was adopted at a meeting of the Board of Directors on the 8th day of February, 2023.

In witness thereto, I have hereunto subscribed my signature as the seal of said Association this 8th day of February, 2023.



Secretary