

RESOLUTION CONCERNING RENTAL RESTRICTIONS

WHEREAS, Article XII Section 1 of the By-Laws of Bay View Terrace Condominium Association, Inc. (the "Association") provides that a Unit may be leased pursuant to certain restrictions; and

WHEREAS, the Association wishes to insure to its members the benefits derived from owner-occupied homes, including quality of life, a stable and increased market value for Units as a result of high standards of maintenance and repair, increased cooperation and compliance with Association rules and By-Laws, and continuity of residence;

THEREFORE, BE IT RESOLVED:

That Article XII Section 1 of the By-Laws is amended to read as follows:

- (a) No Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. An Owner's sale of his Unit shall include the sale of (A) the undivided interest in the common areas and facilities appurtenant thereto; (B) the interest of such Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Owners, or the proceeds of the sale or lease thereof if any; and (C) the interest of such Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".
- (a) Owners of Units at the Association prior to January 1, 2007, but only for Units owned as of January 1, 2007, may lease their Units, provided the initial lease term is for at least 12 months.
- (b) Any lease that fails to comply with the Declarations, By-Laws or Rules and Regulations of the Association shall be voidable by the Association. All lease agreements must be in writing and contain language in substantial conformity with the following:
 - "Tenants have been advised of the Declaration, By-Laws and Rules and Regulations of the Association and have been given a copy of the same. Violation of said Declaration, By-Laws, Rules and Regulations of the Association shall be construed as a violation of this lease, and eviction proceedings may be undertaken either by the landlord or the Association."

- (c) Any Unit purchased or whose title transfers to another after December 31, 2006 shall be prohibited from leasing that Unit in any fashion.
- (d) Every Owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary, levied by the Association against the Unit or Owner.
- (e) The rental restrictions set forth in this Section 1 shall not apply to immediate family members of the Owner (children, stepchildren, grandchildren, brothers, sisters and parents of the owner); a fiduciary, such as a trustee, if the occupant of the Unit is a beneficiary; or the Association itself.

By Affirmative Vote of at least 67% of the Unit Owners. (By-Law Art. XIV)

Results:

All votes have been tallied and reconfirmed. 89 owners were present at the 2007 Annual Meeting either in person or by proxy. Of that number 28 were proxies.

The voting results were as follows:

22 Units opposed the Amendment regarding leasing

7 Units did not vote.

61 Units were in favor of the Amendment

90 Total

To amend the By-Laws 67% of the homeowners at the meeting either in person or by proxy must vote in favor. 67% of 89 units is 60 units and we had 61 therefore the amendment did pass.