

To Our Pointe at Beckett Neighbors:

The HOA Board has observed local communities that have implemented restrictions on short-term rentals, such as VRBO and Airbnb. Common concerns among residents regarding short-term rentals include the following:

1. **Disruption and Noise:** Short-term rentals may not be as mindful of noise levels or community norms as long-term residents, potentially leading to disturbances.
2. **Property Value Impact:** Short-term rentals can negatively affect property values and change the character of a neighborhood, making it less attractive to potential buyers who prefer a stable, residential environment.
3. **Increased Traffic and Parking Issues:** Short-term rentals can lead to increased traffic and parking congestion, as visitors come and go more frequently than long-term residents.
4. **Safety and Security:** The high turnover of unfamiliar faces can raise concerns about safety and security, potentially increasing the risk of crime.
5. **Loss of Community Atmosphere:** A sense of community and continuity among residents can be disrupted by frequent short-term rentals.
6. **Maintenance and Wear-and-Tear:** Short-term renters might not care for the property as well as long-term residents, leading to increased maintenance issues.

The Board believes it is important for The Pointe at Beckett home owners to decide whether short term leases should be restricted in our community. To facilitate this decision, the following documents are enclosed:

1. A Proposed Second Amendment to the Declaration that describes restrictions on short term leases; and
2. A Ballot For or Against the Proposed Second Amendment.

We encourage all homeowners to review the proposed amendment, complete the ballot and return it to the Board by **August 31, 2024**. The volunteer Board will follow-up personally on any ballots not returned, so please make the effort to respond.

Feel free to contact the Board if you have any questions.

Best Regards,

The Board at The Pointe at Beckett
pointeatbecketthoa@gmail.com

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE POINTE AT
BECKETT HOME OWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Pointe at Beckett Home Owners Association (the "Declaration"), was recorded on October 7, 1991 in Official Record Book 1735, Page 649 of the Butler County Ohio Recorder's Office; and

WHEREAS, on the 18th day of October, 1995, there was filed with the Recorder of Butler County, Ohio the First Amendment to the Declaration, which was recorded in Official Record Book 5467, Page 14 of the Butler County, Ohio Recorder's Office; and

WHEREAS, the Declaration and its subsequent Amendments are binding on all owners of the properties described in Exhibit "A," attached hereto; and

WHEREAS, the Declaration provides that it may be amended by the affirmative vote of 75% of the Owners of all Lots; and

WHEREAS, at least 75% of the Owners of all Lots have voted in favor of this Amendment;

NOW, THEREFORE, pursuant to Section 16.2 of the Declaration, the Declaration is hereby amended as follows:

1. The following Article IX, Section 9.1.14 shall hereby be added to the Declaration:

9.1.14 Restriction on Short-Term Leasing: No portion of a Lot or a Dwelling Unit located upon a Lot shall be leased in violation of this Section 9.1.14. All leases must be in writing. All leases shall be for the entire Lot. All leases must be for a minimum period of not less than one (1) year. There shall be no short-term leases (meaning leases less than one year). There shall be no daily, weekly, monthly, or less than one year leasing and no high turn-over leases or subleases (similar to VRBO, Airbnb, or similar short-term type leasing) allowed on any Lot or Dwelling Unit located upon a lot. All tenants and occupants of Lots are subject to the Declaration, the By-Laws, the Articles of incorporation and the Association's Rules and Regulations (collectively "Governing Documents") and the Owner of the Lot is responsible to assure that their tenants and occupants are provided the Governing Documents. If the Association must enforce this provision of the Declaration, by any means included but not limited to Court intervention, the Association may assess to the Owner of the Lot all reasonable attorney fees and Court costs associated with enforcement."

THE POINTE AT BECKETT HOME OWNERS ASSOCIATION
Ballot For or Against
Proposed Second Amendment to the Declaration

I/we, _____, state that I/we are the owner(s)
Names of Owner(s)
of a Lot in The Pointe at Beckett, located at _____.
Address

I/we acknowledge that I/we have received a copy of the proposed Second Amendment to the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for The Pointe at Beckett Home Owners Association (“Declaration”) that will restrict short term leasing.

I/we further acknowledge that I/we have the right to approve or disapprove this Amendment pursuant to the terms of the Declaration and my/our votes are as follows.

_____	Approval of the Proposed Second Amendment to the Declaration
_____	Disapproval of the Proposed Second Amendment to the Declaration

(Date) _____ (Signature) _____

(Printed Name)

(Date) _____ (Signature) _____

(Printed Name)

Please return this completed ballot as follows:

- 1) Email to pointeatbecketthoa@gmail.com;
- 2) Mail to The Pointe at Beckett HOA, PO Box 561, West Chester, OH 45071; or
- 3) Hand deliver to one of the following board members: Cindy Hayden, Lynn Mellencamp, Gail Niederlehner, Connie Caruso, or Kim Bailey.