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NOT NECESSARY

DEC 06 2017

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

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CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VILLAS AT BALLANTRAE CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR VILLAS AT BALLANTRAE
CONDOMINIUM RECORDED AT INSTRUMENT NO. 200212110318071 OF
THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
VILLAS AT BALLANTRAE CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for Villas at Ballantrae Condominium (the "Declaration") was recorded at Franklin County Records, Instrument No. 200212110318071, and

WHEREAS, the Villas at Ballantrae Condominium Association (the "Association") is a corporation consisting of all Villa Unit Owners in Villas at Ballantrae Condominium and as such is the representative of all Villa Unit Owners, and

WHEREAS, Declaration Article XIX, Section 1 authorizes amendments to the Declaration, and

WHEREAS, Villa Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Villa Unit Owners representing 82.76% of the Association's voting power as of October 18, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Villa Unit Owners representing 82.76% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Villa Unit Owners representing 78.16% of the Association's voting power as of October 18, 2017, and

WHEREAS, the Association has in its records the power of attorney signed by Villa Unit Owners representing 78.16% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, attached as Exhibit A is a Certification of the Association's President and Secretary stating the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration of Condominium Ownership for Villas at Ballantrae Condominium is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 2(t) entitled, "Occupancy Limit." Said new addition, to be added to Page 5 of the Declaration, as recorded at Franklin County Records, Instrument No. 200212110318071, is as follows:

(t) No more than two Persons per bedroom will be permitted to reside in a Villa Unit ("reside" means more than 30 days out of each 12 month period). For the purposes of this restriction only, any Person 36 months of age or younger will not be counted in determining whether the occupancy limit has been reached or exceeded. Each Villa Unit Owner will provide the Board with the names of all Occupants of the Villa Unit and the license number and vehicle description of each vehicle owned or used by the Villa Unit Occupants and maintained on the Condominium Property.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this restriction on the number of Occupants in the Villa Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Villa Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE III, SECTION 2(g) entitled, "Renting and Leasing," in its entirety. Said deletion to be taken from Page 3 of the Declaration, as recorded at Franklin County Records, Instrument No. 200212110318071, and as amended at Instrument No. 201002180019414.

INSERT a new DECLARATION ARTICLE III, SECTION 2(g) entitled, "Leasing of Villa Units." Said new addition, to be added to Page 3 of the Declaration, as recorded at Franklin County Records, Instrument No. 200212110318071, is as follows:

(g) **Leasing of Villa Units.** To create a community of resident Villa Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes, including, without limitation, the preservation of property values and the well being of Villa Unit Owners and Occupants; no Villa Unit can be leased, let, or rented, whether for monetary compensation or not, by a Villa Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following:

(i) The above prohibition does not apply to:

(a) Villa Units may be occupied by the parent(s) or child(ren) of the Villa Unit Owner; or,

(b) Villa Unit Owner(s) leasing or renting their Villa Unit at the time of recording of this amendment with the Franklin County Recorder's Office, and who has registered their Villa Unit as being leased with the Association within 90 days of the recording of this amendment are "Grandfathered" and excepted from this prohibition. The Grandfathered Villa Unit Owner may continue to enjoy the privilege of leasing their Villa Unit, subject to the restrictions and requirements in subparagraph (iii), until their ownership in the Villa Unit is transferred to a subsequent Villa Unit Owner. The subsequent Villa Unit Owner is not Grandfathered from this prohibition.

(ii) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Villa Unit Owner has the right to lease their Villa Unit to a specified renter/tenant for a one-time period of no more than 12 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (iii) and (iv) below. To exercise this right, the Villa Unit Owner:

(a) must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease;

(b) may not be more than 30 days delinquent in any assessment or other payment due to the Association. If the Villa Unit Owner is more than 30 days delinquent, the Villa Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(iii) The leasing of any Villa Unit in accordance with subparagraphs (i) or (ii) above is subject to the following conditions and restrictions:

(a) No Villa Unit can be leased, let, or rented by the Villa Unit Owner for transient purposes, which is defined to mean a rental for any period less than 12 full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Villa Unit and the leasing of any individual rooms in a Villa Unit, in whole or in part, is also prohibited.

(b) The Association has at all times a limited power-of-attorney from and on behalf of any Villa Unit Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Villa Unit Owner's tenant/renter until such delinquency is paid in full.

(c) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The renter/tenant must abide by the terms of the Declaration, Bylaws, and rules and regulations. When a Villa Unit Owner leases their Villa Unit, the Villa Unit Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Villa Unit and is jointly and severally liable with the renter/tenant to the Association for the conduct of the renter/tenant and any damage to property.

(d) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, Rules, or applicable laws, by the tenant, any occupant of the Villa Unit, or the Villa Unit Owner of the Villa Unit. The action will be brought by the Association, as the Villa Unit Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Villa Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Villa Unit Owner(s) and the subject of a special assessment against the offending Villa Unit Owner and made a lien against that Villa Unit.

(iv) Any land contract for the sale of a Villa Unit must be recorded with the Franklin County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

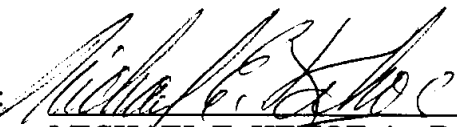
(v) The Board may adopt and enforce rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 2(g) and in furtherance of the

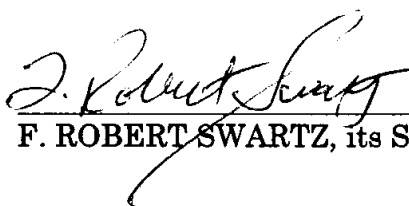
preservation of the Villas at Ballantrae as an owner-occupied community and against the leasing of Villa Units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any Villa Unit by any person or family if the Board, in its sole discretion, determines that the Villa Unit Owner of such Villa Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section 2(g).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of Villa Units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Villa Unit Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Villas at Ballantrae Condominium Association has caused the execution of this instrument this 15th day of November, 2017.

VILLAS AT BALLANTRAE CONDOMINIUM ASSOCIATION

By: 
MICHAEL E. KEHOE, its President

By: 
F. ROBERT SWARTZ, its Secretary

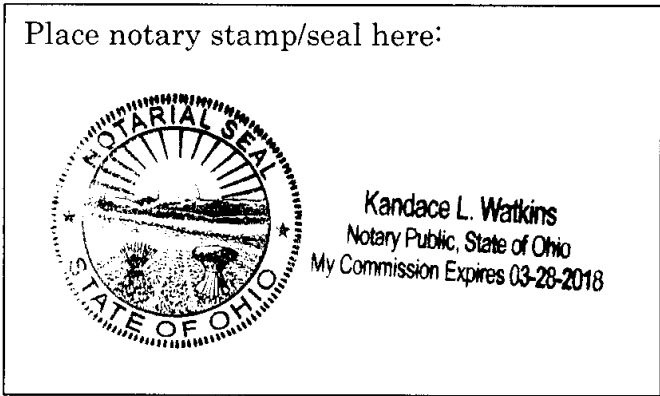
STATE OF OHIO)
)
 COUNTY OF FRANKLIN) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Villas at Ballantrae Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument, on Page 7 of 9, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal in DUBLIN, Ohio, this 15th day of NOVEMBER, 2017.

Kandace Watkins

 NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
 8101 North High Street, Suite 370
 Columbus, Ohio 43235
 (614) 882-3100
 ohiocondolaw.com

EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO)
)
COUNTY OF FRANKLIN) SS

MICHAEL E. KEHOE and F. ROBERT SWARTZ, being the duly elected and acting President and Secretary of the Villas at Ballantrae Condominium Association, certify that the Amendments to the Declaration of Condominium Ownership for Villas at Ballantrae Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.


MICHAEL E. KEHOE, President


F. ROBERT SWARTZ, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MICHAEL E. KEHOE and F. ROBERT SWARTZ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in DUBLIN, Ohio, this 15th day of NOVEMBER, 2017.


NOTARY PUBLIC

