

**AMENDMENT TO THE DECLARATION**  
**FOR THE CONDOMINIUM AT THE LAKES AT BALLANTRAE**

**Auditor's Certificate**

This is to certify that a copy of this Amendment to the Declaration for The Condominium at the Lakes at Ballantrae has been filed with the Auditor of Franklin County, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AUDITOR OF FRANKLIN COUNTY, OHIO

By:

This Instrument prepared by Robin L. Strohm, Esq., Williams & Strohm, LLC, Attorneys at  
Law, 2 Miranova Place, Ste. 380, Columbus, Ohio 43215-7047.

**AMENDMENT TO THE DECLARATION**  
**FOR THE CONDOMINIUM AT THE LAKES AT BALLANTRAE**

This Amendment to the Declaration for The Condominium at the Lakes at Ballantrae is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

### **RECITALS**

A. The Condominium at the Lakes at Ballantrae is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium recorded on July 29, 2002, in Instrument No. 200207290184460, and further amended in Instrument Number 200209250239140, Instrument Number 200210210263546, Instrument Number 200212030308779, Instrument Number 200301270025071, Instrument Number 200306040167123, 200307070204953, Instrument Number 200404200088061, Instrument Number 200408160190091, Instrument Number 200410120236843, and Instrument Number 200503010037176, of Franklin County, Ohio, Franklin County, Ohio Recorder's Office.

B. Pursuant to Article XVIII of the Declaration of July 29, 2002, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Article XVIII of the Declaration and that 75% of all unit owners have consented to the following amendment. There are no eligible holders of first mortgage liens.

C. NOW THEREFORE, Article III, Section 2, (g), Renting and Leasing is amended and replaced in its entirety to read as follows:

No unit shall be used for any purpose other than a dwelling place for a single family and for purposes necessarily incidental thereto. Notwithstanding any other provision of this Declaration or By-Laws, and only as excepted as set forth herein, each unit shall be occupied by the owner of that unit, and no leasehold interest, unrecorded land contract interest, or general tenancies in others may exist in the Condominium. This provision shall become effective on the day when an amendment containing this provision is filed with the Recorder of Franklin County, Ohio; provided that such amendment shall not effect the existing term of any lease then in effect nor any unit then under lease at the time of recording. If any unit under lease at the time of recording ceases to be occupied by a tenant or tenants for any period in excess of sixty (60) days or is sold, then that unit shall lose its status as a rental unit and be subject to the within prohibitions and conditions. The Association shall have the power to promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions for unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Condominium as primarily a housing community for owneroccupants. This provision shall not restrict the right of an institutional first mortgagee, insurer or guarantor which takes title to a Unit by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the Unit so acquired.

Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire unit and shall not extend longer than one (1) year. No unit or part thereof shall be

rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Declaration, By-laws, and Rules and Regulations of the condominium shall be a default under the lease. Prior to the commencement of the term of a lease the unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and time during which the lease term shall be in effect. Within thirty (30) days from the date the tenants take possession of the Unit, the unit owner shall provide the board with the home and business mailing addresses of the tenants and the home and business or mobile telephone numbers of the tenants to the board.

If any unit owner or tenant fails to abide by these rules for rental units or the rules of the condominium and this Declaration and By-laws, in addition to any other enforcement powers under Ohio law which the Board may possess, the Board may commence an action for eviction in any Court of competent jurisdiction, in the name of the unit owner and as owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the unit owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending unit and made a lien against the offending unit, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth.

If any unit owner who is leasing the unit fails to pay any annual assessment or other charge of the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent owner shall allow the Association to collect rent directly from the tenant, and upon notice from the Board to the tenant and owner, the tenant shall pay rent directly to the Association until all unpaid amounts owed by the unit owner to the Association have been paid in full. All such payments made by the tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the unit owner. The above provision shall not be construed to release the unit owner from any obligation, including the obligation for assessments, for which the unit owner would otherwise be responsible. If the owner or tenant fails to pay rent to the Association as set out above, the Board may commence an eviction action against the tenant as set forth herein.

D. This Amendment shall not be deemed to have changed any fundamental purposes to which any Unit or the Common Elements are restricted.

E. All other provisions of the Declaration of July 29, 2002, and all prior amendments not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

F. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of The Condominium at the Lakes at Ballantrae Association have hereunto set their hands this \_\_ day of \_\_\_\_\_, 2015.

President

Printed

Secretary

Printed

**ACKNOWLEDGMENT**

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named  
\_\_and \_\_\_\_\_, President and Secretary respectively and swore the signing hereof to  
be of their own free and voluntary act and that the same is true this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015.

NOTARY PUBLIC