



**Instrument Number: 201702240026167**  
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**Submitted By (Walk-In):**  
 WILLIAMS & STROHM LLC  
 2 MIRANOVA PLACE STE 380  
  
 COLUMBUS, OH 43215

Walk-in

**Return To (Mailing Label):**  
 WILLIAMS & STROHM LLC  
 2 MIRANOVA PLACE STE 380  
 COLUMBUS, OH 43215

Mailing Label

**First Grantor:**  
 NORTHLAND SENIOR VILLAGE CONDOMINIUM III ASSN

**First Grantee:**  
 NORTHLAND SENIOR VILLAGE CONDOMINIUM III

**Fees:**

Document Recording Fee:	\$28.00
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<b>Amount Paid:</b>	<b>\$48.00</b>
<b>Amount Due:</b>	<b>\$0.00</b>

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FEB 24 2017

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	
M	MWD
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

**AMENDMENT TO THE DECLARATION AND BYLAWS  
FOR NORTHLAND SENIOR VILLAGE CONDOMINIUM III**

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**Auditor's Certificate**

This is to certify that a copy of this Amendment to the Declaration for Northland Senior Village Condominium III has been filed with the Auditor of Franklin County, Ohio, this 24 day of Feb., 2017.

AUDITOR OF FRANKLIN COUNTY, OHIO

Clarence E Mingo II  
By: Michael Datsen  
Deputy Auditor

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This Instrument prepared by Charles T. Williams, Esq., Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

**AMENDMENT TO THE DECLARATION AND BYLAWS  
FOR NORTHLAND SENIOR VILLAGE CONDOMINIUM III**

This Amendment to the Declaration for Northland Senior Village Condominium III is made this 21 day of February, 2017.

**RECITALS**

A. Northland Senior Village Condominium III is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium recorded on May 14, 1987, in OR 9649, Page A-03, *et seq.*, and Condominium Plat Book 38, Pages 22, *et seq.*, Franklin County, Ohio Recorder's Office.

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(c), the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Ohio Revised Code Chapter 5311.05 (E)(1)(c), that a duly called and noticed meeting of the Board of Directors of the Association was held where a quorum of Directors was present, and that at least of majority of the Directors present voted in favor of the following amendment.

C. The purpose of this Amendment is to meet the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners for owner-occupant residential financing.

D. NOW THEREFORE, Article 11, Section L., **Rental of Units** of the Declaration of May 14, 1987, shall be amended in its entirety and replaced to read as follows:

"No residential unit shall be used for any purpose other than a residential dwelling place and for purposes necessarily incidental thereto. Notwithstanding any other provision of the Declaration or By-Laws, no more than 35%, or 31 units, of all the units in the Condominium shall be subject to any leasehold interest, unrecorded land contract interest, or general tenancies in persons other than the owner, and all other residential units shall be occupied by an owner thereof. 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 this amendment shall not affect the existing term of any lease then in effect at the time of recording, nor any unit then under lease at the time of recording if so counting would exceed the 35% limitation. 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 the Unit is sold or conveyed in any manner, then that unit shall lose its status as a rental unit and be subject to the within prohibitions and conditions.

"The Board shall have the power to administer a leasing list, conduct leasing surveys, and approve leases so as to meet the above percentage requirements and 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 owner-occupants. 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 or for less than six (6) months, except in the event that the initial lease term is extended on a month to month basis. No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: 1) rental for any period less than six (6) months; 2) 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 3) 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 and provide to the Board a copy of said lease, and such other information as required by Ohio law.

“If any unit owner, occupant, or tenant fails to abide by these rules for rental and ownership of units or the rules of the condominium or the restrictions and provisions of the Declaration and Bylaws, the Association 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.”

E. All other provisions of the Declaration of May 14, 1987, and all amendments thereto 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 Northland Senior Village Condominium III Association have hereunto set their hands this 21<sup>st</sup> day of FEBRUARY 2017.

Geraldine Hayes  
President

GERALDINE HAYES  
Printed

Karen Southall  
Secretary

KAREN SOUTHALL  
Printed

**ACKNOWLEDGMENT**

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named GERALDINE HAYES and KAREN SOUTHALL, 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 21<sup>st</sup> day of FEBRUARY, 2017.

Ruth E. Yocke  
NOTARY PUBLIC



**RUTH E. YOCKE  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES JAN. 22, 2014**