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Butler County, Ohio  
Dan Crank COUNTY RECORDER  
File# 2016-00052544  
BK **8984** PG **80**

**EIGHTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR THE LOFTS AT WETHERINGTON CONDOMINIUM**

This will certify that copies of this Eighth Amendment to the Declaration of  
Condominium Ownership for the Lofts at Wetherington Condominium has been filed with  
the office of the County Auditor, Butler County, Ohio, this 27<sup>th</sup> day of DEC.,  
2016.

**BUTLER COUNTY AUDITOR**

By: 

Prepared by:  
Stagnaro, Saba & Patterson Co., L.P.A.  
2623 Erie Avenue  
Cincinnati, Ohio 45208  
(513) 533-2700

**EIGHTH AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE LOFTS AT WETHERINGTON CONDOMINIUM**

**WHEREAS**, The Lofts at Wetherington Condominium Declaration of Condominium Ownership in Accordance with Ohio Revised Code Chapter 5311, Including Subjecting Said Property to Certain Covenants, Restrictions and Easements was recorded at Book 6441, Page 962, et seq. of the Official Records of the Butler County, Ohio Recorder's Office on or about January 14, 2000 (hereinafter the "Declaration");

**WHEREAS**, the First Amendment to the Declaration was recorded at Book 6472, Page 1519, et seq. of the Official Records of Butler County, Ohio on May 8, 2000;

**WHEREAS**, the Second Amendment to the Declaration was recorded at Book 6522, Page 2353, et seq. of the Official Records of Butler County, Ohio on October 18, 2000;

**WHEREAS**, the Third Amendment to the Declaration was recorded at Book 6547, Page 609, et seq. of the Official Records of Butler County, Ohio on January 8, 2001;

**WHEREAS**, the Fourth Amendment to the Declaration was recorded at Book 7063, Page 631, et seq. of the Official Records of Butler County, Ohio on April 11, 2003;

**WHEREAS**, the Fifth Amendment to the Declaration was recorded at Book 7266, Page 1124, et seq. of the Official Records of Butler County, Ohio on November 21, 2003;

**WHEREAS**, the Sixth Amendment to the Declaration was recorded at Book 7339, Page 953, et seq. of the Official Records of Butler County, Ohio on April 6, 2004;

**WHEREAS**, the Seventh Amendment to the Declaration was recorded at Book 7671, Page 2266, et seq. of the Official Records of Butler County, Ohio on December 12, 2005; and

**WHEREAS**, The Lofts at Wetherington Condominium Unit Owners' Association, Inc. (the "Association") is an Ohio non-profit corporation, whose members are all of the Unit Owners of Units in The Lofts at Wetherington Condominium in Butler County, Ohio, and as such, the Association is the representative of all the "Unit Owners";

**WHEREAS** the Declaration, By-Laws, and all amendments thereto are binding on all Unit Owners of the property in the legal description attached hereto and incorporated by reference as **Exhibit A**;

**WHEREAS**, under Ohio Revised Code 5311.05(E)(1)(a), the Board of Trustees (Board of Directors) (hereinafter "Board") of the Association is permitted to amend the Declaration and By-Laws without a vote of the Unit Owners in order to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans,

the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions; and

**WHEREAS**, the Board of the Association and the President of the Association hereby certify that an affirmative vote of a majority of the total number of eligible votes held by the Board of Trustees of the Association have been cast in favor of this Amendment at a duly called and noticed meeting of the Board of the Association, such that the within Amendment shall take effect from the date of the recording of this Amendment;

**NOW THEREFORE**, pursuant to the Declaration, said statute, and said vote, Article XIII of the Declaration is hereby amended as follows:

- 1) Article XIII, Section 13.18 is hereby removed in its entirety and replaced with the following new Article XIII, Section 13.18:

**Section 13.18. Rental and Leasing Restrictions.** Subsection I. In order to (a) protect the equity of the individual property owners in The Lofts at Wetherington Condominium, in Butler County, Ohio (the "Condominium"); (b) to carry out the purposes for which the Condominium was formed by preserving the character of the Condominium as a residential neighborhood of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex; and (c) to comply with the eligibility requirements for financing in the secondary mortgage market, insofar as such criteria provides that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Section, as amended, and any future rental official policies.

- A. Except as otherwise provided in this Section in the case of undue hardship and existing leases "grandmothered" in, the leasing of Units shall be limited upon the date this Amendment is recorded in the Butler County, Ohio Recorder's Office such that the maximum percentage of Units rented shall not exceed the current Federal Housing Administration ("FHA") condominium project owner-occupancy requirement at any time. The current FHA condominium project owner-occupancy requirement is fifty percent (50%) as of the recording date of this Amendment, however this percentage is subject to change and shall automatically be amended if the owner-occupancy percentage is revised by the FHA.
- B. The terms "rental" and "lease" shall, for the purposes of this amendment, be used interchangeably, and shall include all Units which are not owner occupied, whether the rental or lease is fee paid or not, and shall include the occupancy of a Unit by an immediate family member.
- C. The Board shall see that new leasing is discontinued if the percentage of rental units in the Condominium exceeds the then current Federal Housing Administration condominium project owner-occupancy requirement (current FHA condominium project owner-occupancy requirement being fifty percent (50%) as of the recording date of this Amendment); once again, such percentage

is subject to change and this provision shall be automatically be amended if the owner-occupancy percentage is revised by the FHA.

- D. Those Unit Owners who are leasing their Unit upon the effective date of this Amendment may continue to do so. However, upon any conveyance of said Unit, any grantee or transferee thereof shall be subject to the provisions of this Section, in addition to all other provisions of the Declaration, By-Laws, Amendments, and rules and regulations adopted by the Board.
- E. The occupancy of a Unit by an immediate family member of the Unit Owner(s) shall be permitted without the requirement to demonstrate undue hardship. However, proper documentation proving the familial status of the occupant must be provided to the Board of Trustees and the provisions this Amendment must be adhered to. An immediate family member shall be either a brother, sister, mother, father, or child.
- F. Upon recording of this Amendment, all current rentals or leases must comply with Subsection II of this Amendment, including providing copies of the lease and tenant information.
- G. Any first mortgagee of a Unit who becomes the Owner of that Unit shall be permitted to lease the Unit without having to demonstrate undue hardship.
- H. The Association, through the Board of Trustees, shall have the power to enact and enforce additional reasonable rules and regulations in connection with any rental or lease of a Unit; and to impose enforcement assessments and fines upon tenants, lessees, occupants and/or Unit Owners for the violation of this or any other section, covenant, easements or restriction of the Association Instruments.
- I. All rentals or leases are subject to the provisions set forth in Article XIII of the Declaration.

Subsection II. All rentals or leases must comply with the following guidelines:

- A. No Unit may be leased for transient or hotel purposes, which shall include, without limitation, the following:
  - i. any rental where the occupants of the Unit are provided customary hotel service such as room service, maid service, furnishing of laundry and linens, etc.
- B. Any lessee or tenant of a Unit shall in all respects be subject to the Declaration, By-Laws, Amendments, and all rules and regulations as are from time to time promulgated by the Association or Board of Trustees, as though such lessee or tenant were an owner.
- C. The lease of any Unit shall not be for a period less than twelve (12) months.
- D. Such lease shall provide that the violation of any provision of the Declaration, By-Laws,

Amendments, or the rules and regulations promulgated thereunder shall constitute a default under the lease giving the Unit Owner (and the Association, if the Unit Owner fails to do so, pursuant to Ohio Revised Code Chapter 5311) the right to evict the lessee. In the event such lease does not include such provision, then, by means of this covenant on the condominium property and Units, such provision shall be deemed automatically included in such lease. Each Unit Owner agrees, furthermore, to cause his or her lessee or persons living with such Unit Owner or with his or her lessee to comply with the Declaration, By-Laws, Amendments, and the rules and regulations promulgated thereunder and is responsible and liable for all violations and losses caused by such tenant or lessee, notwithstanding the fact that such occupants of the Units are fully liable for any violation of the Condominium documents and regulations. Any fines levied against a Unit and not paid by said Unit Owner shall constitute a lien against the Unit.

- E. Chapter 2950 of the Ohio Revised Code requires the registration of sexual offenders. If, subsequent to the recording of this Amendment, a registered sexual offender occupies a Unit as a tenant, that tenant will be immediately evicted. This requirement will not apply to persons who reside in the community prior the recording of this amendment.
- 3) The Association hereby declares and certifies that no other changes or amendments are made to the Declaration, as amended, other than as set forth above.

(Signatures follow)  
(The remainder of this page intentionally left blank)

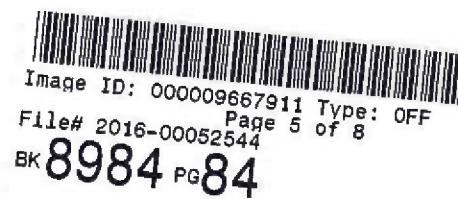




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BK 8984 PG 85

IN WITNESS WHEREOF, the President and Secretary of The Lofts at Wetherington Condominium Unit Owners' Association, Inc. have executed this Eighth Amendment and do hereby certify that this Amendment was duly adopted in accordance with the provisions of Ohio Revised Code 5311.05(E)(1)(a), the Declaration of Condominium, and the By-Laws of the Association. This Amendment is executed this 16<sup>th</sup>, day of November, 2016.

The Lofts at Wetherington Condominium Unit Owners' Association, Inc.

By: Robert C. Eger  
Printed Name: Robert C. Eger  
Its: Secretary

The Lofts at Wetherington Condominium Unit Owners' Association, Inc.

By: William N. McKinney  
Printed Name: William N. McKinney  
Its: President

STATE OF OHIO )  
 ) SS:  
COUNTY OF Bueller )

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 16<sup>th</sup> day of November, 2016 by Robert C. Eger, Secretary of The Lofts at Wetherington Condominium Unit Owners' Association, Inc., an Ohio non-profit corporation, on behalf of the Association.

Katharine P. Smith  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 4-14-20

STATE OF OHIO )  
 ) SS:  
COUNTY OF Bueller )

BE IT REMEMBERED, that the foregoing instrument was acknowledged before me, a notary public in and for said state, this 16<sup>th</sup> day of November, 2016 by William N. McKinney, President of The Lofts at Wetherington Condominium Unit Owners' Association, Inc., an Ohio non-profit corporation, on behalf of the Association.

Katharine P. Smith  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 4-14-16



**PRESIDENT'S AFFIDAVIT**

STATE OF OHIO )  
 ) SS:  
COUNTY OF BUTLER )

1. My name is WILLIE N. McKINNEY am the duly-elected President of The Lofts at Wetherington Condominium Unit Owners' Association, Inc., I am over eighteen (18) years of age, and I am competent to give this Affidavit.

2. I have personal knowledge of the matters stated herein, and I have the requisite authority to give this Affidavit.

3. Pursuant to Ohio Revised Code 5311.05(E)(1)(a), I hereby aver and state that an affirmative vote of a majority of the total number of eligible votes held by the Board of Trustees (Board of Directors) of the Association have been cast in favor of the within Amendment to the Declaration of the Lofts at Wetherington Condominium at a duly called and noticed meeting of the Board of Trustees of the Association and that a copy of said Amendment shall be provided to each of the Unit Owners.

**FURTHER AFFIANT SAYETH NAUGHT.**

The Lofts at Wetherington Condominium Unit Owners' Association, Inc.

Willie N. McKinney  
Printed Name: Willie N. McKinney  
Its: President

**BE IT REMEMBERED**, that the foregoing Affidavit was acknowledged before me, a notary public in and for said state, this 16<sup>th</sup> day of November 2016 by William N. McKinney, President of The Lofts at Wetherington Condominium Unit Owners' Association, Inc., an Ohio non-profit corporation, who was first duly sworn and cautioned.

Katherine P. Smith  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 4-14-20

This instrument prepared in unexecuted form by:  
STAGNARO, SABA  
& PATTERSON, CO., L.P.A.  
2623 Erie Avenue  
Cincinnati, Ohio 45208  
(513) 533-2700





**Exhibit A**  
**Legal Description of all Units**

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Units 1A through 1H; 2A-2H; 3A-3H, 4A-4H; 5A-5H; 6A-6H; and Building G, Units 1A-1F; 2A-2F; 3A-3F; 4A-4F; 5A-5F; 6A-6D inclusive, of The Lofts at Wetherington Condominium, Phase 1 recorded at Plat Volume 3113, pages A,B of the Butler County Recorder's Office.

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Units 7A through 7H; 8A-8H and Building G, Units 7A-7F; 8A-8F inclusive, of The Lofts at Wetherington Condominium, Phase 2 recorded at Plat Volume 3162, pages A,B of the Butler County Recorder's Office.

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Units 9A through 9H; 10A-10H and Building G, Units 9A-9F inclusive, of The Lofts at Wetherington Condominium, Phase 3 recorded at Plat Volume 3215, pages A,B of the Butler County Recorder's Office.

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Units 11A through 11H; 12A-12H and Building G, Units 11A-11F; 2A-2F inclusive, of The Lofts at Wetherington Condominium, Phase 4 recorded at Plat Volume 3247, pages A,B of the Butler County Recorder's Office.

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Building G, Units 12A-12F inclusive, of The Lofts at Wetherington Condominium, Phase 5 recorded at Plat Volume 3522, pages A,B of the Butler County Recorder's Office.

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Building G, Units 13A through 13F inclusive, of The Lofts at Wetherington Condominium, Phase 6 recorded at Plat Volume 3617, pages A,B of the Butler County Recorder's Office.

Situated in Section 18, Town 3, Entire Range 2, West Chester/Union Township, Butler County, Ohio, and being Units 13A through 13H; 14A-14H and Building G, Units 10A-10F inclusive, of The Lofts at Wetherington Condominium, Phase 7 recorded at Plat Volume 3671, pages A,B,C of the Butler County Recorder's Office.