

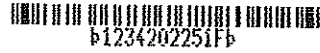
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DUSTY RHODES  
AUDITOR  
HAMILTON COUNTY

Wayne Coates  
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KA  
DUSTY RHODES  
COUNTY AUDITOR



NON-CONFORMING DOCUMENT  
ADDITIONAL RECORDING FEE  
(ORC 317.114)

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
KENWOOD GREENE CONDOMINIUM (FORMERLY KENSINGTON LANE  
CONDOMINIUM)**

*Whereas*, the Declaration of Condominium Ownership for Kenwood Greene Condominium is recorded in Volume 4271, page 1822 of the Deed Records of Hamilton County (the Declaration), and

*Whereas*, the Declaration is binding upon all Owners and the property described in Exhibit A, attached, and

*Whereas*, Ohio Revised Code Chapter 5311, as amended and effective July 20, 2004 (the "Act") and particularly Section 5311.05 (E)(1) provides that the Board, without a vote of the Owners may make certain amendments to the Declaration for certain purposes; and

*Whereas*, The Board of Trustees (the "Board") of Kenwood Greene Condominium Owners' Association, Inc. (the "Association") has determined that the following amendments are necessary, proper and in conformance with the provisions of the Act; now therefore;

Pursuant to the authority of Section 5311.05 (E)(1), the Board hereby amends and supplements the Declaration as follows:

**Article IV is amended by the addition of the following:**

4.13 Rental of Units: Except as provided in this Section, no Unit may be leased or rented so long as fifty (50 %) percent of the total number of Units are leased or rented. The Board of Trustees shall, however, be empowered to allow reasonable leasing of the Units upon application in accordance with procedures adopted by the Board to avoid

undue hardship. Undue hardship shall include, but shall not be limited to: (1) where an owner must relocate his or her residence and cannot, within ninety (90) days from the date the Unit is placed on the market, sell the Unit for the current appraised market value, after having reasonable effort to do so; (2) where the owner dies and the Unit is being administered by his or her estate; and (3) where the owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case the owner must reapply at the end of any lease for renewal of the hardship exception.

Any first mortgagee who takes title to a Unit pursuant to the remedies contained in the mortgage shall be permitted to lease that Unit without any showing of undue hardship. Any purchaser of a Unit from a first mortgagee shall be subject to the provisions of this section.

The Board shall have the power to make and enforce reasonable rules and regulations, including sanctions for violations, in accordance with the Declaration and Bylaws, to enforce the provisions of this section.

All tenants, lessees and occupants shall be subject to the terms and conditions of the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such persons were owners. Each owner agrees to cause his or her tenants, lessees, or any occupants, to comply with the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder. Each Unit Owner is responsible and liable for all violations and losses caused by such tenants, lessees or occupants, notwithstanding the fact that such persons are fully liable for such violations. Any fines levied against a tenant, lessee or occupant that are not fully paid shall constitute a lien on the Unit.

Any rental or lease of a Unit shall be in writing in a form approved by the Board. Such document shall provide that tenants or occupants carry renters' insurance for liability and property damage and to provide evidence of such coverage within ten (10) days of occupancy. Such requirement to provide insurance shall not relieve the owner, tenant or occupant from responsibility for any damage caused. Such document shall further provide that any violation of the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder, shall constitute a default under the lease or rental agreement and the Board may bring an action or suit against the occupants to recover sums due for damages or for other such relief, including, but not limited to, an action in forcible entry and detainer. In the event that such lease or rental agreement does not contain such provision, then, by means of this covenant, such provision shall be deemed to automatically be included in such lease or rental agreement. Any transaction which does not comply with the provisions of this section shall be void unless subsequently approved in writing by the Board of Trustees.

No Unit shall be rented for transient or hotel purposes, which shall be defined as (1) rental for any period less than one hundred eighty (180) days, or (2) any rental if the occupants are provided customary hotel services.

Nothing contained in this section shall be deemed to permit the Association or any owner to discriminate against any person in any manner which would constitute a violation of any state or federal law.

Those owners leasing their Units upon the effective date of this amendment may continue to lease such Units and shall not be required to demonstrate undue hardship as a prerequisite to the leasing of the Units. Upon the conveyance of any Unit presently being leased, the grantee thereof shall be subject to the provisions of this Section, in addition to all other provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder.

**Binding Effect.** As herein amended, the Declaration and Bylaws remain in full force and effect and shall be binding upon the condominium property, the Unit Owners and their heirs, successors and assigns.

*In witness whereof*, The Kenwood Greene Condominium Owners' Association, Inc. has caused this instrument to be signed, this 11 day of June, 2013

Kenwood Greene Condominium Owners'  
Association, Inc.

By: Joseph Kappes  
Joseph Kappes, President

By: Noelle Polisso  
Noelle Polisso, Vice President

*State of Ohio*  
*County of Hamilton*

The foregoing instrument was acknowledged before me, this 11<sup>th</sup> day of June, 2013, Joseph Kappes, President and Noelle Polisso, Vice President of Kenwood Greene Condominium Owners' Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.



Joseph L. Beyke  
Attorney at Law  
Notary Public, State of OH  
My Comm. Has No Exp.  
Section 147.03 R.C.

[Signature]  
Notary Public, State of Ohio

Instrument Prepared by  
Joseph L. Beyke  
Mills, Mills, Fiely & Lucas, LLC  
11800 Conrey Road, Suite 200  
Cincinnati, Ohio 45249

## EXHIBIT A

### PARCEL I:

Situate in Section 13, Town 4, Entire Range 1, Sycamore Township, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning at a point in the center line of Montgomery Road, said point lying South 63° 00' West, 1,030.92 feet from the intersection of said center line of Montgomery Road with the east line of said Section 13, as measured along the center line of Montgomery Road; thence South 2° 05' West along the northeasterly line of a 20 foot wide private access drive, 1,056.23 feet; thence North 86° 35' West, 128.04 feet; thence North 2° 05' East, 667.54 feet; thence South 87° 55' East, 10.00 feet; thence North 63° 00' East, 55.00 feet; thence South 87° 55' East, 50.00 feet to the southwest corner of said 20 foot wide private access drive; thence along the westerly line of said private drive the following courses and distances, North 2° 05' East, 268.34 feet to a point of curvature; thence on the arc of a curve to the left, having a radius of 40.00 feet, 20.31 feet, said arc being subtended by a chord bearing North 12° 27' 30" West, 20.09 feet; thence North 27° 00' West, 50.00 feet to a point in the center line of Montgomery Road; thence North 63° 00' East along the center line of Montgomery Road, 56.47 feet to the place of beginning. Containing 2.21 acres of land. Subject to legal highways.

The above-described property being subject to a permanent easement in favor of the property lying to the west for ingress and egress over the said private access drive to Montgomery Road from the east line of the dominant tenement.

### PARCEL II:

Situate in Section 13, Town 4, Entire Range 1, Sycamore Township, Hamilton County, State of Ohio, and being more particularly described as follows:

Commencing at the intersection of the center line of Montgomery Road with the east line of Section 13; thence South 63° 00' West, 1,030.92 feet along the center line of Montgomery Road to a point; thence South 2° 05' West, 1,056.23 feet to the place of beginning for the parcel of land herein to be described; thence South 2° 05' West, 81.61 feet; thence North 86° 35' West, 256.08 feet; thence North 2° 05' East, 591.12 feet; thence North 63° 00' East, 146.52 feet; thence South 2° 05' West, 586.79 feet; thence South 86° 35' East, 128.04 feet to the place of beginning.

Containing 2 acres of land, together with a 15 foot underground utility easement over grantor's property the centerline of which is described as follows:

Commencing at the west line of the property and center line of Montgomery Road, said point lying South 63° 00' West, 1,323.66 feet from the intersection of said center line of Montgomery Road with the east line of said Section 13 as measured along the center line of Montgomery Road; thence North 63° 00' East, 8.94 feet to the center of said 15.00 foot utility easement; thence North 2° 05' East along the said 15.00 foot utility easement and parallel to the west line, 398.22 feet to the south property line of the Grantor and the north line of the Grantee.

PARCEL III:

Situate in the County of Hamilton, State of Ohio, Sycamore Township, Section 13, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the southeast corner of Section 13; thence North 86° 35' West, 1,050.81 feet along the center line of Euclid Road, also the south line of said section to a point; thence North 2° 28' 26" East, 548.44 feet to the point and place of beginning, thence also being a point in the northerly right-of-way line of I-71; thence North 2° 28' 26" East, 273.92 feet to a point; thence North 86° 35' West, 105.98 feet to a point; thence South 2° 28' 2" West, 342.19 feet to a point in the northerly right-of-way of I-71; thence North 60° 20' 59" East, 125.12 feet along the northerly right-of-way line of I-71 to the point and place of beginning. Subject to all easements of record.

PARCEL IV:

Situate in the County of Hamilton, State of Ohio, Sycamore Township, Section 13, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the southeast corner of Section 13; thence North 86° 35' West, 997.82 feet along the center line of Euclid Road, also the south line of said section to a point; thence North 2° 28' 26" East, 591.46 feet to the point and place of beginning, also being a point in the northerly right-of-way line of I-71; thence North 2° 28' 26" East, 230.90 feet to a point; thence North 85° 35' West, 52.99 feet to a point; thence South 2° 28' 26" West, 270.82 feet to a point in the northerly right-of-way line of I-71; thence North 56° 05' 13" East, 65.81 feet along the northerly right-of-way line of I-71 to the point and place of beginning. Subject to all easements of record.

PARCEL V:

Situate in the County of Hamilton, State of Ohio, Sycamore Township, Section 13, Town 4, Entire Range 1, and being more particularly described as follows:

Commencing at the southeast corner of Section 13; thence North 86° 35' West, 997.82 feet along the center line of Euclid Road, also the south line of said section to a point; thence North 2° 28' 26" East, 591.46 feet to the point and place of beginning, also being a point in the northerly right-of-way line of I-71; thence North 2° 28' 26" East, 230.90 feet to a point; thence South 86° 35' East, 106.03 feet to a point; thence South 2° 28' 26" West, 151.04 feet to the point in the north right-of-way line of I-71; thence South 59° 46' 11" East, 131.69 feet along the north right-of-way line of I-71 to the point and place of beginning.

Parcels I through V inclusive are also described pursuant to a survey by Robert P. Scheve, Registered Surveyor, State of Ohio, as follows:

Situated in Section 13, Town 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at a point in the center line of Montgomery Road, said point lying South 63° 00' 00" West, 1,030.92 feet from the intersection of said centerline of Montgomery Road with the east line of said Section 13, as measured along the centerline of Montgomery Road; thence South 63° 00' 00" West, 56.47 feet along the centerline of Montgomery Road to a point; thence South 27° 00' 00" East, 50.00 feet to a point; thence on the arc of a curve to the right, having a radius of 40.00 feet, 20.31 feet, said arc being subtended by a chord bearing South 12° 27' 30" East, 20.09 feet; thence South 2° 05' 00" West, 268.34 feet to a point; thence North 87° 55' 00" West, 50.00 feet to a point; thence South 63° 00' 00" West, 55.00 feet to a point; thence North 87° 55' 00" West, 10.00 feet to a point; thence South 2° 05' 00" West, 83.78 feet to a point; thence South 63° 00' 00" West, 146.52 feet to a point; thence South 2° 05' 00" West, 591.12 feet to a point; thence South 86° 35' 00" East, 0.25 feet to a point; thence South 2° 28' 26" West, 339.09 feet to the northerly right-of-way of I-71; thence North 60° 20' 59" East, 125.12 feet along the northerly right-of-way of I-74 to a point; thence North 56° 05' 13" East, 197.50 feet along the northerly right-of-way of I-71 to a point; thence North 2° 28' 26" East, 151.04 feet to a point; thence North 86° 35' 00" West, 9.11 feet to a point; thence North 2° 05' 00" East, 1,137.84 feet to the point and place of beginning.

PRIOR INSTRUMENT REFERENCE: Deed Book 4270, Page 308 and  
Deed Book 4270, Page 311  
Hamilton County Ohio Recorder's Records