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Instrument Number: 202205130073871
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Transaction Number: T20220053033
Document Type: CONDOMINIUM DECLARATION
Document Page Count: 4

Submitted By (Walk-In):
WILLIAMS & STROHM LLC
2 MIRANOVA PLACE STE 380

COLUMBUS, OH 43215-7047

Walk-In

First Grantor:
HEARTHSTONE CONDOMINIUM ASSN

First Grantee:
HEARTHSTONE CONDOMINIUM AMENDMENT

Fees:	
Document Recording Fee:	\$34.00
Additional Pages Fee:	\$16.00
Marginal Reference Fee:	\$4.00
Total Fees:	\$54.00
Amount Paid:	\$54.00
Amount Due:	\$0.00

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OFFICIAL RECORDING COVER PAGE

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TRANSFER
NOT NECESSARY

MAY 13 2022

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

M MD

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

**AMENDMENT TO THE DECLARATION
OF HEARTHSTONE CONDOMINIUM**

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration for Hearthstone Condominium has been filed with the Auditor of Franklin County, Ohio, this 13 day of May, 2022.

DEPUTY AUDITOR OF FRANKLIN COUNTY,
OHIO

Michael Detsa

By: *Deputy Auditor*

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
OF HEARTHSTONE CONDOMINIUM**

This Amendment to the Declaration of Condominium for Hearthstone Condominium made this 10th day of May, 2022.

RECITALS

A. The Condominium, is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium recorded on April 2, 1981, in Official Record Volume 00729, Page H-12, and further amended in Instrument Number 202104210070791, Franklin County, Ohio Recorder's Office.

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(a), 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)(a), 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 III, Section 2.(g), **Renting and Leasing**, of the Declaration of Condominium of April 2, 1981, is amended in its entirety 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 50% of all residential 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 50% 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 ninety (90) days, or is sold, conveyed, or transferred in any manner (with the exception of a transfer or conveyance through inheritance), 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.

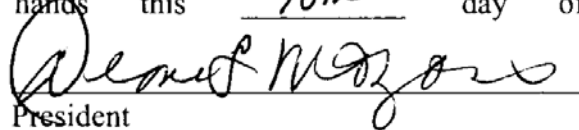
Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire unit and shall not extend longer than one (1) year except that the initial lease term may be extended on a month to month basis thereafter. No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: 1) rental for any period less than thirty (30) days; 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. The effective date of the lease for purposes of this amendment shall be the date upon which the lease is signed, or the date on which the unit is occupied by a non-owner, whichever occurs earlier.

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."

E. All other provisions of the Declaration of April 2, 1981, and all amendments thereto not modified herein, shall remain in full force and effect.

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 Hearthstone Condominium Association have hereunto set their hands this 10th day of May, 2022.


President

DIANE L MAZARIS
Printed

Debbie Beach Johnston
Secretary

Debbie Beach Johnston
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Debbie Beach Johnston and DIANE MAZARIS, President and Secretary of Hearthstone Condominium Association respectively, and swore the signing hereof to be of their own free and voluntary act and that the same is true this 10 day of MAY, 2022.



Lisa Ann Crawford
Notary Public, State of Ohio
My Commission Expires 01/17/2027

Lisa Ann Crawford
NOTARY PUBLIC