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Instrument Number: 202208040113222
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TWO MIRANOVA PLACE SUITE 380

COLUMBUS, OH 43215

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Transaction Number: T20220080395
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Submitted By (Walk-In):
WILLIAMS & STROHM LLC
TWO MIRANOVA PLACE SUITE 380

COLUMBUS, OH 43215

Walk-In

First Grantor:
VILLAGE AT GALLOWAY RIDGE CONDOMINIUM ASSN

First Grantee:
VILLAGE AT GALLOWAY RIDGE CONDO

Fees:

Document Recording Fee:	\$34.00
Additional Pages Fee:	\$24.00
Marginal Reference Fee:	\$4.00
Total Fees:	\$62.00
Amount Paid:	\$62.00
Amount Due:	\$0.00

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OFFICIAL RECORDING COVER PAGE

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AFFIDAVIT OF FACTS RELATING TO TITLE
(Pursuant to O.R.C. 5301.252)

State of Ohio,
County of Franklin, ss:

The undersigned, first being duly cautioned and sworn, hereby states as follows:

1. That the undersigned is the Property Manager of **The Village at Galloway Ridge Condominium** ("Condominium").
2. That **The Village at Galloway Ridge Condominium Association** ("Association") is the condominium association responsible for the administration of the common elements of the Condominium and for the promulgation and administration of the rules of the Association under Ohio law, O.R.C. §5311 *et seq.* and the Condominium's governing documents.
3. That the Association has promulgated certain rules regarding the rental and leasing.
4. The real estate which is subject to this Affidavit and governed by the said Leasing Rules is described in the attached Exhibit B.
5. This Affidavit is made pursuant to O.R.C. 5301.252 for the purpose of setting forth facts which may affect the title to units within the Condominium.

Kimberly G. Mitchell
 By:
 President of The Village at Galloway Ridge
 Condominium

Sworn to and subscribed in my presence this 20th day of July, 2022.

Benson K. William
 Notary Public

This instrument prepared by Jesse M. Kanitz, Esq., Williams & Strohm, LLC, 2 Miranova Place, Suite 380, Columbus, Ohio 43215.



Benson K. William
 7.20.2022

Cross Reference Instrument # 200107240168337

**THE GALLOWAY RIDGE CONDOMINIUM
LEASING RULE**

BE IT RESOLVED, that at a meeting of the Board of Directors ("Board") of The Village at Galloway Ridge Condominium ("Association") held this 20th day of July 2022, at which a quorum was present, the Board, by a majority of those present in person, and pursuant to its authority under Article III, Sections 2(g) and (q) of the Association's Declaration, voted to adopt the following rules (the "Leasing Rules") for the purpose of updating and clarifying the rights, responsibilities, restrictions and procedures governing the leasing of units within The Village at Galloway Ridge (the "Condominium").

1. No Unit that has not previously been resided in by the owner(s) of such unit for a consecutive period of twenty-four (24) months shall be subject to any leasehold interest, unrecorded land contract, or general tenancies in persons other than the owner of the unit or the "immediate family members" of the owner, which, for the purposes of this amendment only, shall be defined as the parents or children of the unit owner(s), including "step-children" or "step-parents." In the event an owner's immediate family member is residing in the Unit without the owner also residing therein, the owner is required to provide written notice of this fact to the Board and is, additionally, required to provide the Board with sufficient information, as determined by the Board, for it to confirm the familial relation.
2. Notwithstanding any other provision of the Declaration or By-Laws, no more than 10% of 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 or immediate family members of the owner, and all other units shall be occupied by an owner thereof. This provision shall become effective on the day when these Leasing Rules are filed with the Recorder of Franklin County, Ohio; provided that such Leasing Rules shall not affect the existing term of any lease, unrecorded land contract or other general tenancies then in effect nor any unit then under lease at the time of recording and further provided that those units shall count toward the 10% rental limit as set forth above, and if exceeded by any such unit, then that unit shall be exempt from the 10% lot limit but shall be subject to loss of status and all other provisions as set forth herein.
3. Any Unit currently under lease, unrecorded land contract or other general tenancies at the time of recording or that, subject to the terms and requirements of these Leasing Rules, later becomes eligible for leasing, shall be deemed a "Rental Unit." A Rental Unit shall retain the ability to be leased or subjected to general tenancies until such time as: (1) the Rental Unit is sold, conveyed, or transferred in any manner; (2) the Rental Unit sits vacant for a period of ninety (90) consecutive days; (3) the unit owner fails to appropriately register the unit as a Rental Unit according to paragraph 4 hereof; or (4) the Association is forced to initiate an eviction proceeding against a tenant of a Rental Unit pursuant to 5311.19(B) and receives a judgment entry in its favor in that action. Upon the occurrence of any event set forth herein, a Rental Unit shall lose its status as a Rental Unit.
4. To register a Unit as an existing Rental Unit, the Unit owner must advise the Board in writing on or before October 31, 2022 that the Unit is subject to a current lease, unrecorded land

contract or other general tenancies and provide documentary evidence, such as a copy of a current lease or of a recorded land contract—any of which must have been in effect prior to the recording of the Rule to qualify a unit as a valid Rental Unit. Further, it is the obligation of any owner seeking to lease a unit that is not currently a Rental Unit to contact the Board before entering into any lease to determine if the 10% limit has been exceeded and to receive written authorization from the Board approving the unit as a new Rental Unit.

5. At least ten (10) days prior to the commencement or renewal of the term of any tenancy in a Rental Unit, the owner thereof shall provide a copy of the lease or land contract to the Board and notify the Board, in writing, the name or names of the tenant or tenants and their phone numbers (including cell phone numbers); and time during which the lease or land contract term shall be in effect. Failure to provide this information to the Board may result in an enforcement assessment of \$250.00, pursuant to provisions of Ohio law requiring notice and opportunity for hearing.
6. All leases shall contain a provision or addendum providing that the failure of the tenant or occupant to comply with the terms of the Declaration or rules of the Association shall be a default under the lease. Additionally, if any occupant or tenant fails to abide by the restrictions set forth in the Declaration or other rules of the Association, the Board may institute enforcement assessment proceedings against the Unit owner and may commence an action for eviction of any and all tenants in the offending Unit 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. Before any eviction action is commenced, the Unit owner shall be given written notice pursuant to R.C. 5311.19(B)(2).
7. The Board will retain discretion to make exceptions to these Leasing Rules for unique family or ownership circumstances and/or for other hardship reasons, which exceptions, if granted, shall allow units to be leased or subjected to general tenancies on a temporary basis. All hardship requests must be submitted to the Board in writing and must receive written approval from the Board. The Board's failure to or delay in responding to a hardship request shall at no times be considered an approval of the request. Further, no unit will be eligible for a hardship exception until and unless the owner(s) of the unit have resided in the unit for a period of two (2) years.
8. These Leasing Rules 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 lease the Unit so acquired.
9. These Leasing Rules supplement and do not replace any leasing or occupancy restrictions contained in the Declaration. To the extent any provision of these Leasing Rules is found to conflict with the Declaration, the Declaration shall control.

[Signatures on Following Page]

Kimberly L. Mitchell
President

Tiffany M. Schnorf
Secretary

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF Franklin ss:

Before me, a Notary Public, personally appeared the above-named Kimberly L. Mitchell
President and Tiffany M. Schnorf Secretary, respectively and swore the signing
hereof to be of their own free and voluntary act and that the same is true this 20th day of
July, 2022.

Benson K. William
NOTARY PUBLIC



Benson K. William
7.20.2022

HARDSHIP EXCEPTIONS TO LEASING RULE

In addition to the limits and procedures for rentals established in the Leasing Restrictions, Unit Owners may lease their Units or subject their Units to general tenancies in others upon written approval by the Board under the following conditions and restrictions:

1. The Unit owner will be temporarily absent because of family obligations which constitute a medical or healthcare emergency or hardship on the Unit Owner or a family member, and only for a rental term as approved by the Board.
2. The Unit owner has sold the Unit and possession to the new Unit Owner is delayed pursuant to the terms of the sales contract. The prior Unit Owner remains in possession as tenant, but only for a period of time which the Board determines is reasonable, usually no more than 60 days.
3. The Unit Owner of the Unit is a Trustee of a family trust, wherein the Unit is held for the benefit of either the Grantor of the Trust or Grantor's spouse, and the occupant of the Unit is the Grantor or Grantor's spouse; provided that a copy of the relevant provisions of the trust be provided to the Board at the time of occupancy.
4. The Unit owner has experienced a job transfer and wishes to rent the Unit to a family member until it can be sold, where the Unit is listed for sale by a broker and for a rental term approved by the Board.
5. For military service. For instance, the Unit Owner has been deployed to another location.

All requests for an exception or hardship variance to the Leasing Restriction under the above rules must be made in writing to the Board, and the Board may request additional information as part of its review process. No occupancy shall be given to new occupants prior to the approval in writing given by the Board. No Unit, by virtue of a variance, will become a rental unit under the leasing restrictions or be subject to any grand fathering rules, but shall in all respects be governed by the terms of the variance as granted by the Board.