Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BALLOT TO AMEND THE CURTIS FARMS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND ASSESSMENT LIENS FOR CURTIS FARMS SUBDIVISION**

The Board of Trustees for The Curtis Farms Homeowners Association proposes that the Declaration of The Curtis Farms Declaration of Covenants, Restrictions, Easements and Assessment Liens for Curtis Farms Subdivision (the “Declaration”), Delaware County, Ohio, be amended as follows:

**DELETE ARTICLE III, SECTION 3.18** in its entirety. Said deletion is to be taken from Page 7 of the Declaration.

**INSERT a new ARTICLE III, SECTION 3.18.** Said new addition, to be added on Page 7 of the Declaration as follows:

1. **LEASING OF DWELLINGS.** No unit or part thereof can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of unit Owners, subject to the following:
2. This restriction does not apply to:
	1. Units that are occupied by the parent(s) or child(ren) of the Owner(s); or,
	2. Any Owner(s) leasing or renting his/her unit at the time of recording of this amendment with the Franklin County Recorder’s Office, and who has registered his/her unit as being leased with the Association within 90 days of the recording of this amendment (“Grandfathered Unit“), said Owner(s) can continue to enjoy the privilege of leasing that unit until the title to said Grandfathered Unit is transferred to a subsequent unit Owner(s), at which time the unit will no longer be classified as a Grandfathered Unit.
3. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner(s) has the right to lease his/her unit to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Owner must provide the Board with written notice at least ten (10) business days prior to the commencement of the lease. If the Owner is more than 30 days delinquent, the Owner may request and receive a one-time hardship exception only with the Board’s prior written consent.
4. In no event can a unit be rented or leased by the Owner(s) for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any dwelling, in whole or part, is also prohibited.
5. In addition, the Association has at all times a limited power of attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner’s tenant/renter until such delinquency is paid in full.
6. Any land contract for the sale of a unit must be recorded with the Franklin County Recorder’s Office and a recorded copy of the land contract must be delivered to the Board within thirty (30) days of such recording. Any land contract not recorded is an impermissible lease.
7. All leases must be in writing and the lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When an Owner leases his/her dwelling, the Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her dwelling and is/are jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.
8. Any tenant violating any provision of the Declaration, Bylaws or rules and regulations of the condominium shall be subject to eviction pursuant to Ohio law. The eviction shall be brought by the Association in the name of the Owner as agent for the unit Owner. Before initiating an eviction, the Board shall give the unit Owner at least ten (10) business days written notice of the intended eviction action. The costs of the eviction shall be a charge to the unit Owner and shall be subject to a special assessment against the offending unit and made a lien against the unit.
9. The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of the Association as an owner-occupied community and against the leasing of units for investment or other purposes. The Board further has full power and authority to deny the occupancy of any unit by any person or family if the Board, in its sole discretion, determines that the Owner of such unit is intending or seeking to circumvent the meaning or intent of this Section.
10. Owner(s) may not apply to have their unit approved as federally subsidized housing under Section 8 of the Housing Act of 1937 (42 USCA Sec. 1347(f)).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of units. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the Franklin County Court of Common Pleas within one (1) year of the recording of this amendment.

**DELETE ARTICLE VIII, SECTION 8.03** in its entirety. Said deletion is to be taken from Page 17 of the Declaration.

**INSERT a new ARTICLE VIII, SECTION 8.03.** Said new additions to be added on page 17 of the Declaration, as follows:

1. **Amendments.** Any amendment not initiated by Declarant may be made with the written consent of at least 67% of the Members; provided, however, that the percentage of votes necessary to amend a specific clause of this Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Further, the consent of all Members shall be required for any amendment which effects a change in the voting power of any Member, the basis for allocating Common Expenses among Owners, or the fundamental purpose for which the Association has been organized.

Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and Secretary of the Association and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of the Declaration. Any amendment so adopted and executed shall be effective upon the recording of same with the office of the Recorder of Delaware County, Ohio.

CONSENT AND AGREE REJECT

1. Leasing of Dwellings \_\_\_\_\_\_ \_\_\_\_\_\_
2. Amendments \_\_\_\_\_\_ \_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (If co-owned, both owners should Date

sign. If only one signs, he/she states he/she

represents the entire vote of the unit.)