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COLUMBUS, OH 43215

**AMENDMENT TO THE DECLARATION
AND BYLAWS FOR THE VILLAGE AT WALKER WOODS CONDOMINIUMS**

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration and Bylaws for The Village at Walker Woods Condominiums has been filed with the Auditor of Delaware County, Ohio, this 9 day of August, 2019.

AUDITOR OF DELAWARE COUNTY, OHIO

George Haitsa cm
By:

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 AND BYLAWS FOR THE VILLAGE AT
WALKER WOODS CONDOMINIUMS**

This Amendment to the Declaration and Bylaws for The Village at Walker Woods Condominiums is made this 6 day of August, 2019.

RECITALS

A. The Village at Walker Woods Condominiums is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium and Bylaws recorded on January 25, 2000, in Volume 0018, Page 1289, et seq., Delaware County, Ohio Recorder's Office.

B. Pursuant to Article XIX of the Declaration of January 25, 2000, and the provisions of Ohio Revised Code Section 5311, the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Article XIX of the Declaration and that 75% of all unit owners have consented to the following amendment. There are no eligible holders of first mortgage liens.

C. NOW THEREFORE, Article III, Section 2, (g), Renting and Leasing is amended and replaced in its entirety to read as follows:

No unit shall be used for any purpose other than a dwelling place for a single family and for purposes necessarily incidental thereto. Notwithstanding any other provision of this Declaration or Bylaws, and only as excepted as set forth herein, each unit shall be occupied by the owner of that unit, and no leasehold interest, unrecorded land contract interest or recorded land contract which does not meet the requirements of Ohio Revised Code, or general tenancies in others may exist in the Condominiums. This provision shall become effective on the day when an amendment containing this provision is filed with the Recorder of Delaware County, Ohio; provided that such amendment shall not effect the existing term of any lease then in effect nor any unit then under lease at the time of recording. 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, transferred, or conveyed in any manner, then that unit shall lose its status as a rental unit and be subject to the within prohibitions and conditions. The Association shall have the power to 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 Condominiums as primarily a housing community for owner-occupants. Notwithstanding the prior provision, each unit owner owning a unit at the time this amendment is recorded with the Delaware County, Ohio Recorder, shall have the right to a one time only hardship exception to the leasing restriction for no longer than one year, upon written board approval to do so.

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, unless the lease term is a month to month extension of an existing one year lease. A copy of the lease must be provided to the board. No unit or part thereof shall be rented or used for transient or hotel purposes. The term "transient" shall be defined as rental for any period less than thirty (30) consecutive days. The term "hotel purposes" shall be defined as (i) rental under which occupants are provided customary hotel services such as room service for food or beverages, maid or cleaning services, the furnishing of laundry, linens or toiletries and accessories, busboy service, and any other similar services; or (ii) 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, Bylaws, and Rules and Regulations of the condominiums 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 occupants of the unit and the time during which the lease term shall be in effect. Within thirty (30) days from the date the occupants/tenants take possession of the unit, the unit owner shall provide the board with the home and business mailing addresses of the occupants, the home and business or mobile telephone numbers of the tenants, and if the unit is managed by a third party, the name, address, and telephone number of the managing agent for the unit.

If any unit owner or tenant fails to abide by these rules for rental units or the rules of the condominium and this Declaration and By-laws, in addition to any other enforcement powers under Ohio law which the Board may possess, the Board 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.

D. This Amendment shall not be deemed to have changed any fundamental purposes to which any Unit or the Common Elements are restricted.

E. All other provisions of the Declaration of January 25, 2000, and all prior amendments not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

F. The effective date of this Amendment shall be the date of recording with the Delaware County Recorder.

IN WITNESS WHEREOF, the President and Secretary of The Village at Walker Woods Condominiums Association have hereunto set their hands this 6th day of August, 2019.

Victoria M. Jordan
President

Victoria M. Jordan
Printed

Catherine L. Farrell
Secretary

Catherine L. Farrell
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF DELAWARE ss:

Before me, a Notary Public, personally appeared the above-named VICTORIA JORDAN and CATHERINE FARRELL, President and Secretary of The Village at Walker Woods Condominiums Association respectively, and swore the signing hereof to be of their own free and voluntary act and that the same is true this 6th day of AUGUST, 2019.

[Signature]
NOTARY PUBLIC

