AMENDMENT TO THE DECLARATION
OF HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Homestead at Highland Lakes
Condominium has been filed with the Auditor of Delaware County, Ohio, this 12 day of April, 2018.

AUDITOR OF DELAWARE COUNTY, OHIO

By:

This Instrument prepared by Charles T. Williams, Esq., Williams & Strohm, LLC, 2 Miranova Place,
Suite 380, Columbus, Ohio 43215-5668.
AMENDMENT TO THE DECLARATION
OF HOMESTEAD AT HIGHLAND LAKES CONDOMINIUM

This Amendment to the Declaration of Homestead at Highland Lakes Condominium is made this 12th day of August, 2018.

RECITALS

A. Homestead at Highland Lakes Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium recorded on April 3, 2002, in Book 0189, Page 1504, et seq., Delaware County Records.

B. Pursuant to Article XIX of the Declaration of Homestead at Highland Lakes Condominium of April 3, 2002, 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 mortgagees.

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 residential dwelling place for a single housekeeping unit, and for purposes necessarily incidental thereto. No Unit may be used as a group home or for commercial day care or foster care services. The maximum number of occupants permitted to reside in a Unit shall be no greater than permitted by local housing and occupancy codes.

Notwithstanding any other provision of the Declaration or By-Laws, no 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 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 Delaware 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 any unit under lease at the time of recording ceases to be occupied by the then
tenant or tenants, or the title to the Unit is conveyed in any manner, then that unit shall lose its status
as a rental unit and be subject to the within prohibitions and conditions.

A lease with an option to purchase, or a land contract which does not meet the requirements for
a land contract under Ohio law shall be considered as leasehold interests and not ownership
interests.

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.

Notwithstanding any provisions to the contrary contained herein, all Unit owners shall have a one-
time only, automatic right to lease their Unit for hardship purposes, provided that the lease shall
extend for no longer than twenty-four (24) months, and shall not be renewed or automatically
extended for any period of time. The Unit owner shall provide notice to the Board of the Unit
owner’s exercise of this right and the information regarding the lease as required here below.

The definition of “Unit owner” shall include only the Unit owner, the Unit owner’s spouse, children
or parents, and the beneficiaries of a family trust where the prior owner is the current Trustee or
was the Grantor of the family trust and the beneficiaries are the prior owners or the prior owner’s
spouse, children or parents.

Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire
unit and the lease term shall be for no less than twelve (12) months and for no longer than twenty-
four (24) months and shall not be renewed or automatically extended for any period of time. No
Units shall be subleased for any reason.

Any lease agreement shall be in writing, and shall be submitted to the Board with an application for
approval at least fourteen (14) days prior to the beginning of the lease term along with any
administrative fees required by the Board. Incomplete applications will result in no approval being
given by the Board. Leases not received by the Board prior to the beginning of a lease term shall
subject the Unit owner to possible enforcement assessments for each month that the application
and administrative fees are not received. In like manner, a Unit owner who allows a tenant to
occupy a Unit without approval of the Board may be subject to enforcement assessments as determined by the Board. No Unit may be leased to any corporation, LLC, or partnership entity without the written approval of the Board. No lease will be approved if the Unit owner is then in arrears in the payment of any assessments.

The lease 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. It shall be the Unit owner's responsibility to ensure that the tenants have a copy of the Rules and Regulations of the condominium and a copy of the Declaration and Bylaws prior to occupying the Unit. The Unit owner shall remain responsible for all obligations imposed by the Declaration and by Ohio law, and shall be responsible for the violations of their tenants of the governing documents pertaining to the condominium. 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. Within thirty (30) days from the date the tenants take possession of the Unit, the Unit owner shall provide the Board with the home and business mailing addresses of the tenants and the home and business or mobile telephone numbers of the tenants.

No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than twelve (12) months; (ii) 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; (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only; or (iv) when listed or available on any online rental service such as AirBnB, VRBO, or similar service.

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.

If any Unit owner who is leasing the unit fails to pay any annual assessment or other charge of the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent owner shall allow the Association to collect rent directly from the tenant, and upon notice from the Board to the tenant and owner, the tenant shall pay rent directly to the Association until all unpaid amounts owed by the Unit owner to the Association have been
paid in full. All such payments made by the tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Unit owner. The above provision shall not be construed to release the Unit owner from any obligation, including the obligation for assessments, for which the Unit owner would otherwise be responsible. If the owner or tenant fails to pay rent to the Association as set out above, the Board may commence an eviction action against the tenant as set forth herein.

D. A new sentence shall be added to Article XV, Section 3. (a)(6), regarding the requirement for payments into the capital reserve fund, to read:

Each purchaser or transferee of a unit from any unit owner, at the time of closing of the purchase or transfer, whether by sale, gift or estate succession, shall pay an amount equal to two (2) months of the then regular assessments into the capital reserve fund of the Association.

E. New Subsection (q) shall be added to Article III, Section 2., to read as follows:

Sexual Offenders. No person who is adjudicated to be a Tier I sex offender/child-victim offender, Tier II sex offender/child-victim offender or Tier III sex offender/child-victim offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to Ohio Sex Offender Registration laws, or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a unit for any length of time.

The Association may enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction to enjoin such person(s) from occupying or residing in a unit and from coming onto the condominium property, or in the name of the unit owner as the owner's agent for this sole purpose, to evict such person residing in, or occupying a unit, and shall charge all costs of such injunction, 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.

The Association shall not be liable to any Unit owner or occupant, or to anyone visiting any Unit owner or occupant or coming onto the condominium property, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to report the presence of such a person or to enforce the provisions of this subsection.

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

G. All other provisions of the Declaration of April 3, 2002, 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.

H. 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 Homestead at Highland Lakes Condominium Association have hereunto set his hand this ___ day of ___ , 2018.

[Signature]
President
[Signature]
Printed

[Signature]
Secretary
[Signature]
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF DELAWARE, ss:

Before me, a Notary Public, personally appeared the above-named James L. Mark and Stephen J. Haven's, President and Secretary respectively and swore the signing hereof to be of their own free and voluntary act and that the same is true this 16th day of ___ , 2018.

[Signature]
NOTARY PUBLIC

JAY SCHROEDER
Notary Public, State of Ohio
My Commission Expires
February 3, 2019