

TRANSFER
NOT NECESSARY

MAY 30 2014

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO



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Terry J. Brown
Franklin County Recorder

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CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

AMENDMENT TO THE DECLARATION
OF CONDOMINIUM FOR VICTORIAN GATE CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Condominium for Victorian Gate Condominium has been filed with the Auditor of Franklin County, Ohio, this 30 day of MAY, 2014

AUDITOR OF FRANKLIN COUNTY, OHIO

Clarence E. Mingo II
By: Michael Dotson
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 CONDOMINIUM FOR VICTORIAN GATE CONDOMINIUM**

This Amendment to the Declaration of Condominium for Victorian Gate Condominium is made this 30th day of May, 2014

RECITALS

Recitals

A. Victorian Gate Condominiums is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("The Condominium Act") by the filing of the Declaration of Victorian Gate Condominiums and the Drawings thereof, recorded in Instrument Number 200503210051287, and located in Condominium Plat 200503210051287, and further amended in Instrument Number 200508080159524, Instrument No. 200606210121602, Instrument No. 200610130205598, Instrument No. 200610130205599, Instrument No. 200610130205600, Instrument No. 200610130205601, Instrument No. 200610130205602, Instrument No. 200610130205603, Instrument No. 200610130205604, Instrument No. 200610130205605, Instrument No. 200610130205606, Instrument No. 200610130205607, Instrument No. 200610130205608, Instrument No. 200610130205609, Instrument No. 200610130205610, Instrument No. 200610130205611, Instrument No. 200610130205612, Instrument No. 200610130205613, Instrument No. 200611030221294, Instrument No. 200611020220162, Instrument No. 200611020220163, Instrument No. 200611020220161, Instrument No. 200611140227531, Instrument No. 200611140227532, Instrument No. 200612070243705, Instrument No. 200612070243704, Instrument No. 200612070243703, Instrument No. 200702120025692, Instrument No. 200702160028838, Instrument No. 200702160028840, Instrument No. 200706120102632, Instrument No. 200710160180900, Instrument No. 200801170008699, Instrument No. 201001070002068, Instrument No. 201004090042899, Instrument No. 201005170060383, Instrument No. 201009010113537, Instrument No. 201101030000556, Instrument No. 201103300042856, Instrument Number 201105130061783, Instrument Number 201107060083779, Instrument Number 2012040500447454 and Instrument Number 201402210021461, 20140528 0065695.

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.(h), **Renting and Leasing**, of the Declaration of Condominium of March 21, 2005, 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 35% 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. Immediate family members of the Unit owner shall not be defined as tenants for the purposes of this amendment. An "Immediate family member" is defined the parents, children, or siblings of the Unit owner. "Owner occupied" shall be defined for the purposes of this amendment as a Unit owner residing in a Unit for no less than six (6) months annually. 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 35% limitation. If any unit under lease at the time of recording is sold 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.

No member of the Association shall be the owner, either directly or indirectly, as an individual, or as a minority or majority owner of a corporation or LLC, or as general or limited partner in any partnership, or as a trustee of any trust, of more than 10% of the units in the condominium. Those members of the Association who own either directly or indirectly more than 10% of the units in the condominium prior to the effective date of this provision, if any, shall be exempt from the effect of this rule for those units in the Condominium owned by them prior to the effective date of this provision. Thereafter, this provision limiting ownership shall apply to all members of the Association. The Association shall have the power to enforce the provisions herein by commencing an action and seeking an Order in any Court of competent jurisdiction to sell, at public or private sale, the offending unit, and shall charge all costs of such sale and enforcement, including reasonable attorney fees, to the unit owner violating this provision.

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 in the event that the initial lease term is extended on a month to month basis. 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.

If any unit owner, occupant, or tenant fails to abide by these provisions 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.

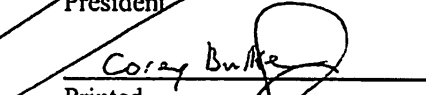
If any Unit owner who is leasing the unit fails to pay any annual assessment or other charge of the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent owner shall allow the Association to collect rent directly from the tenant, and upon written 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.

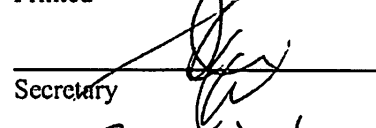
E. All other provisions of the Declaration of March 21, 2005, and all amendments thereto not modified herein, shall remain in full force and effect.

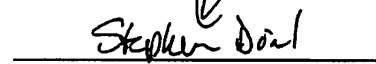
F. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of Victorian Gate Condominium Association have hereunto set their hands this 30 day of MAY, 2014



President


Corey Burke
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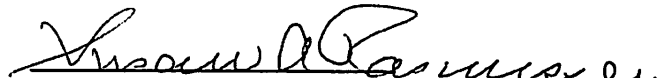
Secretary


Stephen Dial
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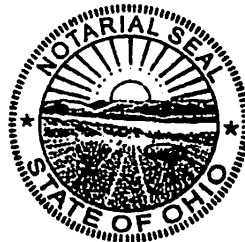
ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Corey Burke and STEPHEN DIAL, 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 30th day of MAY, 2014



NOTARY PUBLIC



Susan A. Rasmussen
Notary Public, State of Ohio
My Commission Expires 05-11-2019