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470 OLDE WORTHINGTON RD  
COLUMBUS, OH 43082

AMENDMENTS TO THE  
DECLARATION ESTABLISHING CONDOMINIUM PROPERTY  
FOR  
SELDOM SEEN ACRES CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION ESTABLISHING CONDOMINIUM PROPERTY FOR SELDOM SEEN ACRES CONDOMINIUM RECORDED AT OR BOOK 651, PAGE 976 ET SEQ. OF THE DELAWARE COUNTY RECORDS.

**AMENDMENTS TO THE  
DECLARATION ESTABLISHING CONDOMINIUM PROPERTY FOR  
SELDOM SEEN ACRES CONDOMINIUM**

**WHEREAS**, the Declaration Establishing Condominium Property for Seldom Seen Acres Condominium (the "Declaration") was recorded at Delaware County Records, OR Book 651, Page 976 et seq., and

**WHEREAS**, the Seldom Seen Acres Condominium Association (the "Association") is a corporation consisting of all Unit Owners in Seldom Seen Acres Condominium and as such is the representative of all Unit Owners, and

**WHEREAS**, Declaration Article XIX, Section 1 authorizes amendments to the Declaration, and

**WHEREAS**, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 78.03% of the Association's voting power as of October 31, 2016, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 78.03% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 81.06% of the Association's voting power as of October 31, 2016, and

**WHEREAS**, the Association has in its records the power of attorney signed by Unit Owners representing 81.06% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 75.75% of the Association's voting power as of October 31, 2016, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 75.75% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached as Exhibit A is a certification of the Association's President and Secretary stating that the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, the Declaration Establishing Condominium Property for Seldom Seen Acres Condominium is amended by the following:

AMENDMENT A

INSERT a new PARAGRAPH to DECLARATION ARTICLE XX, SECTION 2. Said new addition, to be added on Page 34 of the Declaration, as recorded at Delaware County Records, OR Book 651, Page 976 et seq., is as follows:

The Board may levy reasonable enforcement assessments against any Unit Owner (either by their conduct or by the conduct of any Occupant or guest of their Unit) who violates any provision of the Declaration, Bylaws, or rules. The Board may also levy reasonable charges for damage to the Common Elements or any other part of the Condominium Property/Property that the Association is responsible to maintain. Said Unit Owner must pay to the Association, in addition to any other sums due, any enforcement assessments, any charges for damage, and all fees, costs, and expenses the Association incurs, including reasonable attorneys' fees and court costs, in connection with the enforcement of any provision of the Declaration, Bylaws, or rules, or for repair of damage. Said enforcement assessments, charges for damage, fees, costs, and expenses will be charged as a Special Individual Unit Assessment against said Unit, and is the personal obligation of said Unit Owner. The Association, in addition to all other remedies available, has the right to place a lien on the estate or interest in the

Unit of said Unit Owner as further explained and set forth in Declaration Article XVI, Section 5(d).

Any conflict between these provisions and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the cost of enforcement. 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 Unit 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 court of common pleas within one year of the recording of the amendment.

AMENDMENT B

INSERT a new DECLARATION ARTICLE XX, SECTION 6 entitled, "Notices and Use of New Technology." Said new addition, to be added on Page 34 of the Declaration, as recorded at Delaware County Records, OR Book 651, Page 976 et seq., is as follows:

6. Notices and Use of New Technology.

All notices required or permitted by the Declaration and under the Bylaws, to the Association or the Board of Directors, must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board or the Association at the Property's address or to such other address as the Board may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner must be sent by one of the following methods: 1) hand-delivered, or 2) sent by regular U.S. mail, first-class postage prepaid to such Unit Owner's Unit address, or 3) to such other address as may be designated by the Unit Owner, in writing, to the Board of Directors, or 4) by electronic mail or other use of technology pursuant to the provisions below. Any notice required or permitted to be given to any Unit Occupant other than the Unit Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Unit address.

Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic mail or other electronic transmission, and for the Association to properly and effectively receive any Unit Owner's signature, vote, consent, or approval the Association needs or requires, subject to the following:

(a) An electronic mail or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic mail or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail to the Unit Owner's Unit or last known address, by hand delivery to the Unit Owner, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

(b) Any Unit Owner who has not given the Association written consent to such use of electronic mail or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery to the Unit Owner, by leaving the notice under or attached to the front door of the Unit Owner's Unit,

or regular mail to the Unit Owner's Unit or last known address.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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 Unit 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 court of common pleas within one year of the recording of the amendment.

AMENDMENT C

DELETE DECLARATION ARTICLE IV, SECTION 11 entitled, "Renting and Leasing," in its entirety. Said deletion to be taken from Pages 6-7 of the Declaration, as recorded at Delaware County Records, OR Book 651, Page 976 et seq.

INSERT a new DECLARATION ARTICLE IV, SECTION 11 entitled, "Leasing of Units." Said new addition, to be added on Page 6 of the Declaration, as recorded at Delaware County Records, OR Book 651, Page 976 et seq., is as follows:

11. Leasing of Units. To create a community of resident Unit Owners, to remain within mortgagee owner-occupancy limitations, and to further protect and preserve the Declaration's fundamental purposes set forth in the Declaration, including, without limitation, the preservation of property values and the well being of Unit Owners and Occupants; no Unit can be leased, let, or rented, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment, or any other purpose, subject to the following:

- (a) The above prohibition does not apply to:
  - (1) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or,

(2) any Unit Owner leasing or renting their Unit at the time of recording of this amendment with the Delaware County Recorder's Office, and who has registered their Unit as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Unit"). The Unit Owner of a Grandfathered Unit can continue to enjoy the privilege of leasing that Unit, subject to the restrictions and requirements in subparagraph (c), until the title to said Grandfathered Unit is transferred to a subsequent Unit Owner, at which time the Unit will no longer be classified as a Grandfathered Unit.

(b) To meet a special situation and to avoid a practical difficulty or other undue hardship, each Unit Owner has the right to lease their Unit to a specified lessee for a one-time period of no more than 24 consecutive calendar months, subject to the restrictions and requirements as identified in subparagraphs (c) and (d) below. To exercise this right, the Unit Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Unit Owner must provide the Board with prior, written notice at least 10 business days prior to the commencement of the lease. If the Unit Owner is more than 30 days delinquent, the Unit Owner may request and receive a one-time hardship exception only with the Board's prior written consent.

(c) The leasing of any Unit in accordance with subparagraphs (a) or (b) above is subject to the following conditions and restrictions:

(1) No Unit can be rented or leased by the Unit Owner for transient purposes, which is defined to mean a rental for any period less than six 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 Unit, in whole or in part, is also prohibited.

(2) The Association has at all times a limited power-of-attorney from and on behalf of any Unit 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 Unit Owner's tenant/renter until such delinquency is paid in full.

(3) All leases must be in writing and a copy provided to the Board prior to the beginning of the lease term. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When a Unit Owner leases their Unit, the Unit Owner relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of their Unit and is jointly and severally liable with the lessee to the Association for the conduct of the lessee and any damage to property.

(4) In accordance with Ohio law, the Association may initiate eviction proceedings to evict any tenant, for any violation of the Declaration, Bylaws, rules and regulations, or applicable laws, by the tenant, any occupant of the Unit, or the Unit Owner of the Unit. The action will be brought by the Association, as the Unit Owner's agent, in the name of the Owner. In addition to any procedures required by State law, the Association will give the Unit Owner(s) at least 10 days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner(s) and the subject of a special Assessment against the offending Unit Owner and made a lien against that Unit.

(d) Any land contract for the sale of a Unit must be recorded with the Delaware County Recorder's Office and a recorded copy of the land contract must be delivered to the



Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

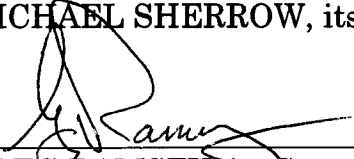
(e) The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section 11 and in furtherance of the preservation of Seldom Seen Acres 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 Unit Owner of such Unit is intending or seeking to circumvent the meaning, purpose, or intent of this Section 11.

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 Unit 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 court of common pleas within one year of the recording of the amendment.

The Seldom Seen Acres Condominium Association has caused the execution of this instrument this 22 day of December, 2016.

**SELDOM SEEN ACRES CONDOMINIUM ASSOCIATION**

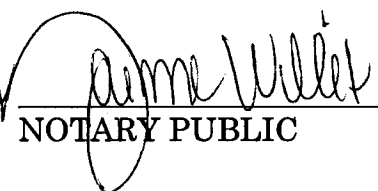
By:   
MICHAEL SHERROW, its President

By:   
GREG RAMSEY, its Secretary

STATE OF OHIO )  
COUNTY OF Franklin ) SS


BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Seldom Seen Acres Condominium Association, by its President and its Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

I have seen my hand and official seal in Worthington, Ohio, this 22 day of December, 2016.

  
NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, LLC,  
Attorneys at Law  
OfficePointe at Polaris  
470 Olde Worthington Road, Suite 460  
Columbus, Ohio 43082  
(614) 882-3100  
ohiocondolaw.com

Place notary stamp/seal here:



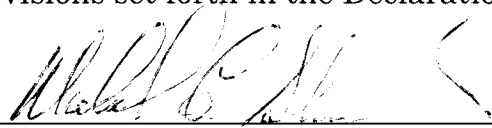
JAIME WILLET  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
June 25, 2017

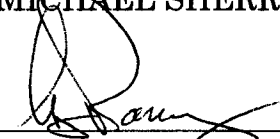
EXHIBIT A

CERTIFICATION OF PRESIDENT AND SECRETARY

STATE OF OHIO )  
COUNTY OF Franklin ) SS


MICHAEL SHERROW and GREG RAMSEY, being the duly elected and acting President and Secretary of the Seldom Seen Acres Condominium Association, certify that the Amendment to the Declaration Establishing Condominium Property for Seldom Seen Acres Condominium was duly adopted in accordance with the provisions set forth in the Declaration for amendments.

  
MICHAEL SHERROW, President


  
GREG RAMSEY, Secretary

BEFORE ME, a Notary Public in and for said County, personally appeared the above named MIKE SHERROW and GREG RAMSEY who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and official seal in Wentworth, Ohio, this 22 day of December, 2016.

  
NOTARY PUBLIC

Place notary stamp/seal here:



JAIME WILLET  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
June 25, 2017