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Instrument Number: 202512110142300
Recorded Date: 12/11/2025 10:56:23 AM



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Submitted By (Walk-In):
WILLIAMS & STROHM LLC

Walk-In

First Grantor:
FALLS AT HAYDEN RUN CONDOMINIUM ASSN

First Grantee:
FALLS AT HAYDEN RUN CONDOMINIUM ASSN

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$16.00
Total Fees:	$50.00
Amount Paid:	$50.00
Amount Due:	$0.00

Instrument Number: 202512110142300
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DEC 11 2025

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AFFIDAVIT OF FACTS RELATING TO TITLE
(Pursuant to O.R.C. 5301.252)

State of Ohio,
County of Franklin, ss:

The undersigned, first being duly cautioned and sworn, hereby states as follows:

1. That the undersigned is the President of the Board of Directors of **The Falls at Hayden Run Condominium Association** ("Condominium") and **The Falls at Hayden Run Condominium Association** ("Association") of Franklin County, Ohio.

2. That the Association is the condominium association responsible for the administration of the common elements of the Condominium and for the promulgation and administration of the rules of the Association under Ohio law, O.R.C. §5311 *et seq.* and the Condominium's governing documents.

3. That the Association has promulgated certain rules regarding the rental and leasing, which rules are set forth in the attached Exhibit A.

4. The real estate which is subject to this Affidavit and governed by the said Leasing Rules is described in the attached Exhibit B.

5. This Affidavit is made pursuant to O.R.C. 5301.252 for the purpose of setting forth facts which may affect the title to units within the Condominium.

Jesse M. Kanitz, Attorney At
NOTARY PUBLIC - STATE OF
My commission has no expi
Sec. 147.03 R.C

By:
President of The Falls at Hayden Run
Condominium Association

Sworn to and subscribed in my presence this 31 day of December, 2025.

Jesse Kanitz
Notary Public

This instrument prepared by Jesse M. Kanitz, Esq., Williams & Strohm, LLC, 2 Miranova Place, Suite 380, Columbus, Ohio 43215.

PLEASE CROSS-REFERENCE DOCUMENT NUMBER: 200510260225306

THE FALLS AT HAYDEN RUN CONDOMINIUM
AMENDED AND RESVISED LEASING RULES

BE IT RESOLVED, that at a meeting of the Board of Directors ("Board") of The Falls at Hayden Run Condominium Association ("Association") held ON _____, at which a quorum was present, the Board, by a majority of those present in person, and pursuant to its authority under Article III, Sections 2(g) and (p) of the Association's Declaration (the "Declaration"), voted to adopt the following Amended and Revised Leasing Rules (the "Leasing Rules") for the purpose of clarifying the rights, responsibilities, restrictions and procedures governing the leasing of units within the Falls at Hayden Run Condominium (the "Condominium")

1. These Leasing Rules supplement and do not replace any leasing or occupancy restrictions contained in the Declaration. To the extent any provision of these Leasing Rules is found to conflict with the Declaration, the Declaration shall control. These Leasing Rules do, however, amend and replace all leasing rules previously adopted by the Association (the "Original Leasing Rules").

2. Notwithstanding any other provision of the Declaration or By-Laws, no more than 10% of the units in the Condominium shall be subject to any leasehold interest, unrecorded land contract interest, or general tenancies in persons other than the owner or immediate family members of the owner, and all other units shall be occupied by an owner thereof. This provision shall become effective on the day when these Leasing Rules are filed with the Recorder of Franklin County, Ohio; provided that such Leasing Rules shall not affect the existing term of any unit that is currently deemed a Rental Unit as set forth in paragraph 3 hereof. Further, for the purposes of these Leasing Rules, "Immediate Family" shall be defined as the parents or children of the unit owner(s), including "step-children" or "step-parents." In the event an owner's immediate family member is residing in the unit without the owner also residing therein, the owner is required to provide written notice of this fact to the Board and is, additionally, required to provide the Board with sufficient information, as determined by the Board, for it to confirm the familial relation.

3. Any Unit that was previously registered as a "Rental Unit" pursuant to the Original Leasing Rules, and that status has been acknowledged and confirmed by the Association, or that, subject to the terms and requirements of these Leasing Rules, later becomes eligible for leasing, shall be deemed a "Rental Unit." Any unit that is currently being leased in violation of the Original Leasing Rules, shall not be considered a Rental Unit, and the Association shall retain all rights to seek correction of any on-going violations.

4. A Unit Owner must reside in their unit for a period of at least two (2) years before that unit is eligible to registered as Rental Unit, regardless of whether such rental would otherwise exceed the 10% rental limit.

5. A Rental Unit shall retain the ability to be leased or subjected to general tenancies until such time as: (1) the Rental Unit is sold, conveyed, or transferred in any manner; (2) the Rental Unit sits vacant for a period of ninety (90) consecutive days; (3) the unit owner fails to appropriately register the unit as a Rental Unit according to the requirements and procedures set forth in these Leasing Rules; or (4) the Association is forced to initiate an eviction proceeding against a tenant of a Rental Unit pursuant to 5311.19(B) and receives a judgment entry in its favor in that action. Upon the occurrence of any event set forth herein, a Rental Unit shall lose its status as a Rental Unit.

6. It is the obligation of any owner seeking to lease a unit that is not currently a Rental Unit to contact the Board before entering into any lease to determine if the 10% limit has been exceeded and to receive

written authorization from the Board confirming the unit is otherwise eligible to be approved as a new Rental Unit.

7. At least ten (10) days prior to the commencement or renewal of the term of any tenancy in a Rental Unit, the owner thereof shall provide a copy of the lease or land contract to the Board and notify the Board, in writing, the name or names of the tenant or tenants and their phone numbers (including cell phone numbers); and time during which the lease or land contract term shall be in effect. Failure to provide this information to the Board may result in an enforcement assessment of $250.00, or a greater amount if such amount is adopted by the Board, pursuant to provisions of Ohio law requiring notice and opportunity for hearing.

8. All leases and actions of all tenants shall comply with the terms of the Declaration or rules of the Association, and the violation of any provision of the Declaration or rules of the Association shall be considered a material default under the lease. Additionally, if any occupant or tenant fails to abide by the restrictions set forth in the Declaration or other rules of the Association, the Board may institute enforcement assessment proceedings against the Unit owner and may commence an action for eviction of any and all tenants in the offending Unit 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. Before any eviction action is commenced, the Unit owner shall be given written notice pursuant to R.C. 5311.19(B)(2).

9. The Board will retain discretion to make exceptions to these Leasing Rules for unique family or ownership circumstances and/or for other hardship reasons, which exceptions, if granted, shall allow units to be leased or subjected to general tenancies on a temporary basis. All hardship requests must be submitted to the Board in writing and must receive written approval from the Board. The Board's failure to or delay in responding to a hardship request shall at no times be considered an approval of the request.

10. These Leasing Rules 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 lease the Unit so acquired.

NOTARIAL SEAL
STATE OF OHIO

Jesse M. Kanitz, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

President

Secretary

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named President and Cynthia Secretary, respectively, of the Falls at Hayden Run Condominium and swore the signing hereof to be of their own free and voluntary act and that the same is true this 3rd day of December, 2025.

NOTARY PUBLIC