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Instrument Number: 202012110197728
Recorded Date: 12/11/2020 12:07:32 PM

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Submitted By (Mail):
WILLIAMS & STROHM LLC

Mail

First Grantor:
HAMPTONS AT NEW ALBANY PARK CONDOMINIUM ASSN

First Grantee:
HAMPTONS AT NEW ALBANY PARK CONDOMINIUM

Fees:	
Document Recording Fee:	$34.00
Additional Pages Fee:	$40.00
Marginal Reference Fee:	$4.00
Total Fees:	$78.00
Amount Paid:	$78.00
Amount Due:	$0.00

Instrument Number: 202012110197728
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AFFIDAVIT OF FACT RELATING TO TITLE
(PURSUANT TO O.R.C. 5301.252)

PLEASE REFERENCE INSTRUMENT NUMBER 200309300312417

This Instrument prepared by Brad J. Terman, Esq., Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

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 Property Manager of **The Hamptons at New Albany Park Condominium** ("Condominium") and **The Hamptons at New Albany Park 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 of units at the Condominium in the past and that attached hereto as "Exhibit A" is a complete copy of the amended leasing restriction rule.

4. That this leasing restriction rule, once recorded with the Franklin County, Ohio Recorder, will supersede any other leasing restriction rules.

5. 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.

6. Further Affiant Sayeth Naught.

By: Cody Curtis
Property Manager of Hamptons at New Albany Park Condominium Association

Sworn to and subscribed in my presence this 10th day of November, 2020.

Notary Public

STEPHEN T. FALK, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

This instrument prepared by Brad J. Terman, Esq., Williams & Strohm, LLC, 2 Miranova Place, Suite 380, Columbus, Ohio 43215.

EXHIBIT A

LEASING RESTRICTION RULE FOR THE HAMPTONS AT NEW ALBANY PARK CONDOMINIUM

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 the Declaration or By-Laws, and only as excepted as set forth in this rule, no more than 20% of all 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 units shall be occupied by an owner thereof. This rule shall not affect the existing term of any lease, unrecorded land contract or other general tenancies in effect on the effective date of this rule. However, all such existing leases, unrecorded land contracts or other general tenancies shall count toward the 20% limit, and the limit may be exceeded only if the existing units subject to such a lease, unrecorded land contract or other general tenancies total more than 20% of the units on the effective date of this rule.

If any unit under a lease, unrecorded land contract or other general tenancy on the effective date of this rule, ceases to be occupied by a tenant or other persons not the owner for any period in excess of sixty (60) days, that unit shall immediately lose its status as a rental unit and be subject to the restrictions on leasing as set forth herein and the rules established by the Board for maintenance of a leasing list. The Board, fairly and without discrimination, will administer a leasing list, conduct leasing surveys, and approve leases only so as to meet the above percentage requirements and lending requirements and the provisions of this Rule, and in addition the Board will promulgate additional rules to make exceptions for unique family or ownership circumstances and/or for hardship, which exceptions, if granted, shall not count toward the 20% limitation set forth herein.

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, which rentals shall not count toward the 20% limit.

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 such leases may be extended as permitted by the Board for an additional period of no more than six (6) months for the purpose of the sale of the unit.

At the end of any lease term, leases may be renewed in writing for successive periods of not less than one (1) year without Board approval, provided that written notice be provided to the Board of such renewal within 30 days after the renewal term. A new lease made with a new tenant shall be subject to Board approval as stated herein, and in this manner, such Unit shall maintain its status as a leased Unit. However a Unit shall lose its status as a leased unit if it ceases to be occupied by a tenant or other persons not the owner for any period in excess of sixty (60) days, or if the Owner is in violation of any provision of this Rule, or if the Board fails to approve the lease for a new tenant of an existing leased Unit.

No unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (a) rental for any period less than six (6) months; (b) 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 (c) rental to roomers or boarders, that is, rental to one or more persons of a portion of a unit only. Any lease agreement, general tenancy in others, or unrecorded land contract shall be in writing on a form lease adopted by the Board or land contract which has first been approved by the Board, and shall provide that the lease or land contract shall be subject in all respects to the provisions of the Declaration,

Bylaws, 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. At least twenty (20) days prior to the commencement of the term of any tenancy the unit owner 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 time during which the lease or land contract term shall be in effect. Failure to so provide this information to the Board may result in an enforcement assessment of $500.00, pursuant to provisions of Ohio law requiring notice and opportunity for hearing. The Board may disapprove any lease or land contract which does not meet the above requirements.

If any unit owner or tenant fails to abide by this rule for rental units, or any other rules of the Association, or the terms of the Declaration and By-laws, 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 violating this provision. Before any eviction action is commenced, the Unit owner shall be given written notice and opportunity for hearing before the Board. 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 or the Declaration and Bylaws.

LEASE APPROVAL PROCEDURE

All requests for lease approval under the above rules must be made in writing to the Board. The Board shall review the request and either grant the request in writing, or hold a hearing on the issue, within 15 days. In this regard, the Board will want to review the proposed lease, Trust or other relevant documents. All leases must be in writing and shall not extend beyond one (1) year, unless for good reason as determined by the Board. All leases must contain the language that the lease is subject in all respects to the provisions of the Declaration, Bylaws, and rules and regulations of the condominium, and that failure to abide by these shall constitute a default under the lease. No occupancy shall be given to new occupants prior to the approval in writing given by the Board. In the event of a hardship variance, no Unit, by virtue of a variance, will become a rental unit under the above rule and thereby be subject to grand fathering.

Rex Burden (Oct 27, 2020 14:14 EDT)
Trustee

Todd V. Mackin (Oct 30, 2020 15:51 EDT)
Trustee

Alexandra Davis (Oct 31, 2020 09:48 EDT)
Trustee

Donald S Pollack (Nov 7, 2020 09:12 EST)
Trustee

Bruce M. D. MacPherson (Nov 7, 2020 09:32 EST)
Trustee

Jonathan Jurisevic (Nov 7, 2020 09:59 EST)
Trustee

EXHIBIT B

EXHIBIT "A"

DESCRIPTION OF A 3.540 ACRE TRACT OF LAND

Situated in the State of Ohio, County of Franklin, City of Columbus, located in Quarter Township 2, Township 2, Range 16, United States Military Lands, being a 3.540 acre tract out of a 28.634 acre tract of land deeded to THE HAMPTONS AT NEW ALBANY PARK, LTD. in Instrument #200302240053056, said tract being more particularly bounded and described as follows:

Beginning at a point at the northeasterly corner of the right-of-way of New Albany Road West as shown in the plat "CENTRAL COLLEGE ROAD AND NEW ALBANY ROAD WEST DEDICATION AND EASEMENTS", Plat Book 101, Pages 37-38, the northwest corner of said 28.634 acre parent tract, and in the southerly line of a tract deeded to M/I Schottenstein Homes, Inc. in Instrument Number 200111190268222;

Thence **S 86° 14' 23" E** along the southerly line of said M/I tract, the northerly line of said 28.634 acre parent tract a distance of **237.23 feet** to an iron pin set;

Thence the following two (2) courses and distances across and through said 28.634 acre parent tract:

1. **S 03° 45' 37" W** a distance of **654.30 feet** to an iron pin set;

2. **N 86° 14' 23" W** a distance of **222.59 feet** to an iron pin set in a curve on the easterly line of said right-of-way;

Thence along said easterly right-of-way with a curve to the right having a **Radius of 569.00 feet**, a **Delta of 12° 21' 30"**, and a chord which bears **N 02° 32' 46" W** a distance of **122.49 feet** to an iron pin set;

Thence **N 03° 37' 59" E** along the easterly line of said right-of-way a distance of **532.55 feet** to the **TRUE PLACE OF BEGINNING** containing **3.540 acres**, more or less, as calculated by the above courses. The above description was written by Douglas R. Hock, P.S. #7661 on September 2, 2003.

All references used in this description can be found at the Franklin County Recorder's Office, Franklin County, Ohio. The bearings used in this description were based on the plat "CENTRAL COLLEGE ROAD AND NEW ALBANY ROAD WEST DEDICATION AND EASEMENTS", same as is numbered and delineated in Plat Book 101, Pages 37-38.

ADVANCED CIVIL DESIGN, INC.

9/4/03

Douglas R. Hock, Ohio P.S. #7661 Date:

STATE OF OHIO
DOUGLAS R. HOCK
REGISTERED
PROFESSIONAL SURVEYOR

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EXHIBIT "E"

DESCRIPTION OF A 25.094 ACRE TRACT OF LAND

Situated in the State of Ohio, County of Franklin, City of Columbus, located in Quarter Township 2, Township 2, Range 16, United States Military Lands, being a 25.094 acre tract out of a 28.634 acre tract of land deeded to THE HAMPTONS AT NEW ALBANY PARK, LTD. in Instrument #200302240053056, said tract being more particularly bounded and described as follows:

Beginning for reference at a point at the northeasterly corner of the right-of-way of New Albany Road West as shown in the plat "CENTRAL COLLEGE ROAD AND NEW ALBANY ROAD WEST DEDICATION AND EASEMENTS", Plat Book 101, Pages 37-38, the northwest corner of said 28.634 acre parent tract, and in the southerly line of a tract deeded to M/I Schottenstein Homes, Inc. in Instrument #200111190268222;

Thence **S 86° 14' 23" E** along the southerly line of said M/I tract a distance of **237.23 feet** to an iron pin set, said iron pin being the **TRUE PLACE OF BEGINNING** for the tract herein to be described;

Thence **S 86° 14' 23" E** continuing along the southerly line of said M/I tract a distance of **1041.77 feet** to an iron pin found of in a westerly line of an 84.544 acre tract deeded to The New Albany Company LLC in Instrument #200103010041463;

Thence **S 03° 37' 59" W** along a westerly line of said 84.544 acre tract a distance of **214.66 feet** to an iron pin found at the southwest corner of said 84.544 acre tract, the northwest corner of a 22.700 acre tract deeded to Olympia Properties, LLC in Instrument #199811030280990;

Thence **S 03° 37' 12" W** along a westerly line of said 22.700 acre tract a distance of **673.99 feet** to a stone found at an angle point in the westerly line of said 22.700 acre tract;

Thence **S 03° 38' 26" W** along a westerly line of said 22.700 acre tract a distance of **183.80 feet** to an iron pin set at the northeast corner of a 10.517 acre tract deeded to Villages at New Albany Park II, LTD., in Instrument #200302240053061, and in the proposed southerly right-of-way of future West Campus Road;

Thence the following six (6) courses and distances along the northerly lines of said 10.517 acre tract, and said proposed southerly right-of-way of future West Campus Road:

1. With a curve to the right having a **Radius of 1031.00 feet**, a **Delta of 18° 28' 00"**, and a chord which bears **N 77° 15' 44" W** a distance of **330.86 feet** to an iron pin set at a point of reverse curvature;

2. With a curve to the left having a **Radius of 969.00 feet**, a **Delta of 17° 59' 42"**, and a chord which bears **N 77° 01' 35" W** a distance of **303.09 feet** to an iron pin set at a point of tangency;

3. **N 86° 01' 26" W** a distance of **160.24 feet** to an iron pin set at a point of curvature;

4. With a curve to the right having a **Radius of 531.00 feet**, a **Delta of 19° 15' 50"**, and a chord which bears **N 76° 23' 31" W** a distance of **177.69 feet** to an iron pin set at a point of reverse curvature;

5. With a curve to the left having a **Radius of 469.00 feet**, a **Delta of 19° 36' 25"**, and a chord which bears **N 76° 33' 49" W** a distance of **159.71 feet** to an iron pin set at a point of tangency;

6. **N 86° 22' 01" W** a distance of **97.44 feet** to an iron pin set;

Thence **N 03° 37' 59" E** across and through said original 28.634 acre tract a distance of **62.00 feet** to an iron pin set at a point along said proposed northerly right-of-way of future West Campus Road;

Thence **N 86° 22' 01" W** across and through said original 28.634 acre tract and along said proposed northerly right-of-way of future West Campus Road a distance of **5.50 feet** to an iron pin set at a point of curvature in the easterly right-of-way of said New Albany Road West;

Thence the following three (3) courses and distances along the easterly right-of-way lines of said New Albany Road West:

1. With a curve to the right having a **Radius of 30.00 feet**, a **Delta of 90° 00' 00"**, and a chord which bears **N 41° 22' 01" W** a distance of **42.43 feet** to an iron pin set at a point of tangency;

2. **N 03° 37' 59" E** a distance of **33.43 feet** to an iron pin set at a point of curvature;

3. With a curve to the left having a **Radius of 631.00 feet**, a **Delta of 12° 21' 30"**, and a chord which bears **N 02° 32' 46" W** a distance of **135.84 feet** to an iron pin set;

Thence **S 86° 14' 23" E** across and through said original 28.634 acre tract a distance of **222.59 feet** to an iron pin set;

Thence **N 03° 45' 37" E** across and through said original 28.634 acre tract a distance of **654.30 feet** to the **TRUE PLACE OF BEGINNING** containing **25.094 acres**, more or less, as calculated by the above courses. The above description was written by Douglas R. Hock, P.S. #7661 on September 12, 2003.

All references used in this description can be found at the Franklin County Recorder's Office, Franklin County, Ohio. The bearings used in this description were based on the plat "CENTRAL COLLEGE ROAD AND NEW ALBANY ROAD WEST DEDICATION AND EASEMENTS", same as is numbered and delineated in Plat Book 101, Pages 37-38.

ADVANCED CIVIL DESIGN, INC.

9/15/03

Douglas R. Hock, Ohio P.S. #7661 Date:



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