AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE ESTATES AT SCIOTO CROSSING II CONDOMINIUM AND THE BYLAWS OF THE ESTATES AT SCIOTO CROSSING II CONDOMINIUM OWNERS ASSOCIATION, INC.

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration of Condominium Ownership for The Estates at Scioto Crossing II Condominium and the Bylaws of the Estates at Scioto Crossing II Condominium Owners Association, Inc., has been filed with the Auditor of Franklin County, Ohio, this_____day of_____, 2023.

DEPUTY AUDITOR OF FRANKLIN COUNTY, OHIO

_____

By:

This instrument prepared by: Robin L. Strohm, Esq., Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE ESTATES AT SCIOTO CROSSING II CONDOMINIUM AND THE BYLAWS OF THE ESTATES AT SCIOTO CROSSING II CONDOMINIUM OWNERS ASSOCIATION, INC.

This Amendment to the Declaration of Condominium Ownership for The Estates at Scioto Crossing II Condominium and the Bylaws of the Estates at Scioto Crossing II Condominium Owners Association, Inc., is made this _____ day of _____, 2023.

R E C I T A L S

A. The Estates at Scioto Crossing II Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of Condominium recorded on September 6, 2012, in Instrument 201209060130858, and further amended in 201210170156960, Franklin County, Ohio.

B. Pursuant to Article XII. Amendments to the Declaration and Bylaws., Sections 1, 2, and 3 of the Declaration dated September 6, 2012, the undersigned officers of the condominium hereby certify that the following amendment has been adopted by no less than 75% of the Unit Owners within The Estates at Scioto Crossing II Condominium Owners Association, Inc. There are no eligible mortgagees. Pursuant to Article III, Section 3(c) each Unit has one (1) vote.

C. The purpose of this amendment is to amend specific provisions of the Declaration related to architectural restrictions and leasing restrictions within The Estates at Scioto Crossing II Condominium.

D. NOW THEREFORE, the Declaration of September 6, 2012, is amended in Article VIII, RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS., Section 18. Architectural Restrictions., Section (b)(vi) Specific Restrictions., (8) Fences., to read as follows:

> "**8. Fences.** No fence of any sort may be erected unless and until prior approval as set forth above has been obtained. No fence shall be erected in the front yard. For purposes of this section, the front yard shall run from the street to the rear line of the Unit. Privacy fences, if permitted, shall not exceed six (6) feet in height and shall be limited to the area immediately adjacent to spa or hot tub. Invisible pet fences are permitted without prior approval within the Exclusive Use Areas only. No chain link fencing *is permitted but composite materials may used, as determined and at the discretion of the Association (through the Board of Directors).* No perimeter fences shall be permitted. All fences must comply with local building codes and zoning regulations."

E. Article VIII, RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS., Section 18. Architectural Restrictions., Section (b)(vi) Specific Restrictions (3) Roof Requirements,, of the Declaration shall be amended to read as follows:

> **"3. Roof Requirements.** The primary roof and gables of each Unit shall be no less than 6 - 12 pitch. Garage and porch roofs may be less. All shingles shall be of a uniform color. All roof penetrations shall be located on the rear side of the Unit. *The existing primary roof of each Unit (and components related to the roofing system) may be replaced with a metal roof provided the Unit Owner has obtained prior approval from the Board of Directors. Prior to the installation of the roof, including a metal roof, the Unit Owner must provide the Board of Directors no later than thirty (30) days prior to installation, with specifications of the roof and components of the roofing system to be installed, the name of the licensed contractor installing the roof and roofing system, the color of the roof (metal or shingles), and a Certificate of Insurance from the licensed contractor installing the roof and roofing system showing the appropriate types and amounts of insurance required by the Board of Directors, including but not limited to general liability insurance and worker's compensation insurance."*

F. Article VIII, RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS., Section 18. Architectural Restrictions., shall have a new Section (b)(vi) Specific Restrictions (26) Solar Panels and Solar Collection Devices., added to the Declaration which shall read as follows:

> *"26.* ***Solar Panels and Solar Energy Collection Devices.*** *A "solar collection device is defined as any device manufactured and sold for the sole purpose of facilitating the collection and beneficial use of solar energy, including passive heating panels or building components and solar voltaic apparatus, per Ohio Revised Code Chapter 5311.192. The Unit Owner is responsible for any maintenance, repair, replacement and insurance of the solar panels and other solar collection devices. Solar panels and other solar collection devices are permitted upon the roof of a Unit only with prior approval from the Board of Directors and subject to any reasonable rules and regulations adopted by the Board of Directors from time to time. In no event, shall a solar panel or solar collection device be permitted upon a Unit, unless:*
>
> *A) The solar panels and solar collection device(s) are installed only on the rear portion of the Unit's roof to avoid the solar panels or solar collection devices from being visible from the street at the front portion of the Unit and for Units located on a corner where two streets intersect, solar panels may be installed on the south or west facing portion of the roof of the Unit so long as those panels are located on the area of roof located on the rear portion of the Unit's roof;*
> *B) All requirements for the City of Dublin building code, specifically Section 153.074 of the City of Dublin building code, must be strictly followed;*

C) The color of the framing of the solar panels and framing of the system adhering the panels or solar energy collection devices to the roof, must be the same color as the roof, whether the roof is a metal or shingle roof;

D) Solar panels are to be installed using a low-profile type of solar panel(s) and systems for holding the panels in place, which are to be no more than 12" to 16" from the surface of the existing roof of the Unit;

E) The Unit Owner is responsible for securing any necessary permits (and payment for all costs related to permits) for the installation of the solar panel or solar energy collection device system;

F) The solar panels or solar energy collection device must be installed by a licensed contractor in the State of Ohio experienced in the installation of solar panels or solar energy collection devices;

G) No solar panel or solar energy collection device is to be installed on the common elements and may only be installed on the Unit Owner's roof subject to Board approval;

H) Ground mounted solar panels and other solar energy collection devices are not permitted. "Ground mounted" solar panels or other solar energy collection devices shall be defined as any solar device used to convert solar energy to electricity installed upon or mounted into the ground."

G. Article VIII, RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS., Section 18. Architectural Restrictions., Section (b)(vi) Specific Restrictions (17) Pools, Hot Tubs and Spas, shall be amended to read as follows:

"17. Pools, Hot Tubs and Spas. No swimming pools of any type, except small portable wading pools not to exceed one (1.0) foot in depth shall be permitted, and then only on a temporary basis when in use *and subject to the rules and regulations adopted by the Board of Directors.* All hot tubs and spas must have prior approval *from the Board of Directors* and *may be installed* ~~be~~ in ground or, if above ground, incorporated into a deck *or placed upon the concrete patio slab. Unit Owners are responsible for ensuring the weight load of the hot tub or spa will not compromise the integrity of the concrete patio slab. Owners are responsible for any repairs or replacement of the concrete patio slab if damaged by the hot tub or spa.* All hot tubs and spas must be screened with a privacy fence. *Hot tubs and spas must have an enclosure that has been approved by the Board of Directors prior to installation of the hot tub or spa and a cover which locks when the hot tub or spa is not in use. Each Unit Owner with a hot tub or spa is responsible for the maintenance, repair, replacement, insurance, and liability associated with the hot tub or spa."*

H. Article VIII, RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS., Section 18. Architectural Restrictions., Section (8) Renting and Leasing., shall be entirely amended to read as follows:

"8. Renting and Leasing. Notwithstanding any other provision of the Declaration or Bylaws, no more than five (5) 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 of the Unit, and all other Units shall be occupied by an owner thereof. This provision shall become effective on the day when this amendment is filed with the Recorder of Franklin County, Ohio; provided that this amendment shall not affect the existing term of any lease, unrecorded land contract or other general tenancies then in effect nor any unit then under lease at the time of recording and further provided that those units shall count toward the five (5) Unit rental limit as set forth above, and if exceeded by any such unit, then that unit shall be exempt from the five (5) Unit limit but shall be subject to loss of status and all other provisions as set forth herein.

Any Unit currently under lease, unrecorded land contract or other general tenancies at the time of recording shall be deemed a "Rental Unit." 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 is 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 procedures set forth herein; 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 loses its status as a Rental Unit.

To register a Unit as an existing Rental Unit, the Unit owner must advise the Board in writing within sixty (60) days from the date this Amendment is recorded that the Unit is subject to a current lease, unrecorded land contract or other general tenancies and provide documentary evidence, such as a copy of a current lease or of a recorded land contract.

The Association shall have the power to promulgate rules and regulations to interpret and administer this provision, including the power and authority to make exceptions to these leasing restrictions 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 and no longer than one (1) year. 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 time be considered an approval of the request. Further, no unit will be eligible for a hardship exception until and unless the owner(s) of the unit have resided in the unit for a period at least one (1) year.

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, all leases must be in writing, no lease may be of less than an entire unit, and no lease shall extend longer

than one (1) year, unless the lease term is a month-to-month extension of an existing one year lease. A copy of the written lease must be provided to the Board.

No Unit or part thereof shall be rented or used for transient or hotel purposes. The term "transient" shall be defined as rental for any period less than thirty (30) consecutive days. The term "hotel purposes" shall be defined as (i) rental under which occupants are provided customary hotel services such as room service for food or beverages, maid or cleaning services, the furnishing of laundry, linens or toiletries and accessories, busboy service, and any other similar services; or (ii) 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, Bylaws, and Rules and Regulations of the condominiums 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 occupants of the unit and the time during which the lease term shall be in effect. Within thirty (30) days from the date the occupants take possession of the unit, the unit owner shall provide the board with the home and business mailing addresses of the occupants, the home, business, and mobile telephone numbers of the occupants, and if the Unit is managed by a third party, the name, address, and telephone number of the managing agent for the Unit.

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 owner of the Unit related to any such violation(s). Any costs so incurred by the Association shall be the subject of a special individual unit 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."

I. Article VIII, RESTRICTIONS ON USE OF UNITS AND COMMON ELEMENTS., Section 18. Architectural Restrictions., Section (b)(vi) Specific Restrictions., (19) Play Equipment., shall be amended to read as follows:

"Unless prior approval from the ~~Declarant or~~ Board is obtained, no large-scale play equipment, such as swing sets, jungle gyms, ~~or~~ sandboxes, *or other play equipment determined by the Board in its sole and unfettered discretion to be "large scale play equipment" shall be permitted. Permanent basketball hoops shall not be permitted. Temporary portable basketball hoops are permitted but are prohibited*

from being stored in any area where landscaping contractors are performing grounds maintenance and lawncare. The Board has the authority to remove temporary portable basketball hoops and other personal property from areas where landscaping contractors are performing grounds maintenance and lawncare and charge all costs of such removal to the Unit Owner as a special individual unit assessment.

J. All other provisions of the Declaration of September 6, 2012, and any subsequent amendments, shall remain in full force and effect.

K. 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 The Estate at Scioto Crossing II Condominium Owners Association, Inc., has hereunto set his/her hands this __ day of _____, 202__.

_____
President

_____
Printed

_____
Secretary

_____
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named _____, President and _____, Secretary swore the signing hereof to be of their own free and voluntary act and that the same is true this_____day of_____, 202__.

_____
NOTARY PUBLIC

BALLOT FOR VOTING

THE ESTATES AT SCIOTO CROSSING II CONDOMINIUM OWNERS ASSOCIATION, INC.

(Mark with an "X" after Yes or No to indicate your choice; one vote per Unit)

I/We have read the proposed amendments to the Declaration and Bylaws and hereby cast a vote* regarding the proposed amendments as follows:

_____ Yes, I vote for the amendments.

_____ No, I vote against the amendments.

Signed this_____day of_____, 2023.

_____ _____

Address Owner

_____

Owner

*Each unit has one (1) vote. If the unit is owned by more than one owner, only one owner is required to sign this ballot, but all owners may sign if desired.