TO: **WORTHINGTON PARK OWNERS**

FROM: **WORTHINGTON PARK BOARD OF DIRECTORS**

DATE: **11-1-2025**

SUBJECT: **LEASING CAP AMENDMENT**

Please see the attached amendment to the governing documents for Worthington Park. This amendment caps rentals at 50% of the community or 61 units total. The community currently has 51 units with off-site mailing addresses. The board approved this rental amendment to comply with lender requirements on rental limits.

Rentals are currently tracked via off-site mailing addresses. That will now change. Owners who are currently renting their units will be grandfathered in, but only if they provide a current signed lease agreement by January 31, 2026 along with the names, emails, and phone numbers for every adult occupant over the age of 18 years of age. If a current signed lease agreement is not provided by that date, the unit will no longer be eligible for rent. Please mail or email your current, signed rental agreement along with the required information for the adult occupants to Vicki Smith at Towne Properties 777A Dearborn Park Lane Worthington, Ohio 43085 or vickismith@townepropertiess.com. Being grandfathered means that as long as the current owner owns their unit, they may continue to lease it if they provide a copy of the current signed lease as well as a copy of each new or renewal lease for their unit along with any updated tenant information. If the owner sells their unit, the new owner will not be permitted to lease the unit unless the association is under 61 units rented and permission is granted by the Association in advance of the rental.

The association will keep a list of rental units as well as a wait list. If an owner wants to rent their unit, but the association is at or over the rental limit of 61 units, they will be placed on a wait list. If an owner rents their unit without approval by the association, the association may take legal action against the unit owner up to and including eviction of the tenants. Owners should contact Towne Properties at 614-781-0055 to be put on a wait list.

The board thanks you for your cooperation.

SEP 05 2025

DO NOT DETACH

Instrument Number: 202508290094502
Recorded Date: 08/29/2025 9:58:06 AM

Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
http://Recorder.FranklinCountyOhio.gov
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):
WILLIAMS & STROHM LLC

Mail Envelope

Transaction Number: T20250066232
Document Type: DECLARATION
Document Page Count: 4

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

Walk-In

First Grantor:
WORTHINGTON PARK CONDOMINIUM

First Grantee:
WORTHINGTON PARK CONDOMINIUM

Fees:

Document Recording Fee:	$34.00
Additional Pages Fee:	$16.00
Marginal Reference Fee:	$4.00
Total Fees:	$54.00
Amount Paid:	$54.00
Amount Due:	$0.00

Instrument Number: 202508290094502
Recorded Date: 08/29/2025 9:58:06 AM

OFFICIAL RECORDING COVER PAGE

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If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

SEP 05 2025

TRANSFER
NOT NECESSARY

AUG 29 2025

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

AMENDMENT TO THE DECLARATION AND BY-LAWS FOR WORTHINGTON PARK CONDOMINIUM

Auditor's Certificate

This is to certify that a copy of this Amendment to the Declaration and By-Laws for Worthington Park Condominium has been filed with the Auditor of Franklin County, Ohio, this 29th day of August, 2025.

AUDITOR OF FRANKLIN COUNTY, OHIO

By: _____

This Instrument was 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 AND BY-LAWS FOR WORTHINGTON PARK CONDOMINIUM

This Amendment to the Declaration and By-Laws for Worthington Park Condominium is made this 18th day of August, 2025.

RECITALS

A. Worthington Park Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a Declaration of condominium recorded on September 30, 1987, in Official Record Volume 10522, Page D-07, *et. seq.,* Franklin County Records.

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(a), the undersigned officers of the Worthington Park Condominium Association 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 a 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, Purposes;Restrictions., Section 2., Restrictions (g) Renting and Leasing, shall be amended entirely 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 50% 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. 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 then in effect at the time of recording. When the 50% limitation for rental units is met, the Board of Directors of the Association will maintain a waiting list for unit owners who wish to lease a Unit and are unable to do so because of the 50% limitation. A leased unit shall be subject to the within prohibitions and conditions and shall lose its status as a rental unit pursuant to the following conditions: a) if the unit ceases to be occupied by a tenant or tenants for any period in excess of ninety (90) days or, b) the unit is sold or conveyed in any manner.

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, the home and business mailing address of the unit owner and tenants, the home (cell) and business phone numbers of the unit owner and 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 the unit is managed by a third-party management company for the unit owner, the unit owner must provide the name, address, and phone number for contacting the third-party management company managing the unit for the unit owner.

If any unit owner, occupant, or tenant fails to abide by these rules for rental and ownership of units or the rules of the condominium or the restrictions and provisions of the Declaration and By-Laws, 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 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."

E. All other provisions of the Declaration of September 30, 1987, 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 Worthington Park Condominium Association, have hereunto set their hands this 18th day of August 2025.

President

Karl Schneider
Printed

Secretary

John M Mason
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Karl Schneider and John Mason, 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 18th day of August, 2025.

NOTARY PUBLIC

Caroline Evans
Notary Public, State of Ohio
My Commission Expires:
July 27, 2027