

KENSINGTON PLACE ASSOCIATION

August 3, 2021

Dear Unit Owner:

Enclosed is the ballot for the proposed Leasing Restriction amendment. This amendment, if passed by the Unit owners, will result in amending the leasing provision of the condominium Declaration. We are writing to seek your approval for the Kensington Place Homeowners Association to amend our documents to limit rentals in our community. The Board has discussed this issue at length and decided to pursue amending the documents.

The amendment is a leasing restriction which will replace the existing provision about leasing in the Deed Restrictions. Currently, there are no limits on the number of rentals within the community. Due to concerns about increasing investor ownership and rentals within the community, the board has approved this amendment to be distributed to the Unit owners for a vote. The amendment requires 75% approval from the Unit owners in order to pass. This amendment will initiate a leasing restriction on rentals in the community. Please note that any Unit owner currently leasing a Unit will continue to be able to lease the Unit until such time as that Unit is sold or becomes vacant for a period in excess of 120 days. In addition, if a Unit owner currently has family members residing in a Unit (without a lease) that Unit may continue to allow family members to reside in the Unit.

You can read the amendment on the Kensington Place website, kensingtonplaceohhoa.com. If you have any questions about the leasing amendment please contact the property manager, Barbara Bitler, by email at BarbaraBitler@towneproperties.com or call (614) 781-0055.

Voting will be open until the amendment passes or fails.

Sincerely,

Kensington Place Homeowners Association
Board of Directors

Enclosures: Proposed Leasing Amendment; Ballot

Professionally Managed by • Towne Properties
777 Dearborn Park Lane • Suite A
Worthington, Ohio 43085
(614) 781-0055 • fax (614) 781-0832

THE KENSINGTON PLACE ASSOCIATION
BALLOT FOR VOTING ON AMENDMENT

(Mark with an "X" before Yes or No to indicate your choice)

I/We have read the amendments and I/We vote as follows regarding the amendments:

1. Adding restrictions to the Declaration placing certain limitations on leasing within the Subdivision.

_____ YES, I vote for the amendment or _____ NO, I vote against the amendment.

Signed this _____ day of _____, 2021.

(Address)

Owner: _____ Owner: _____

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

AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, AND ASSESSMENT LIENS FOR KENSINGTON PLACE SUBDIVISION

This Amendment to the Declaration of Covenants, Easements, Restrictions, and Assessment Liens for the Kensington Place Subdivision is made this _____ day of _____, 2021 (the "Amendment").

RECITALS

- A. The Kensington Place Subdivision (the "Subdivision") is a subdivision created under Ohio's planned community law pursuant to the filing of a Declaration of Covenants, Easements, Restrictions, and Assessment Liens recorded on December 27, 1996 in Book 0615, Page 589-597 in Delaware County Records (the "Declaration"), inclusive of all subsequent amendments and supplements made and recorded thereto.
- B. The undersigned officers of the Board of Trustees (the "Board") for the Kensington Place Association (the "Association") hereby certify that the following amendment has been promulgated and adopted pursuant to the provisions of Ohio Revised Code Section 5312.05 and in accordance with any applicable terms of the Declaration, the Association's recorded bylaws (the "Bylaws"), and that 75% of all Lot Owners have consented to this Amendment.
- C. NOW THEREFORE, a new subsection (20) Renting and Leasing., shall be added to Article I of the Declaration, to read as follows:

"Renting and Leasing. No Lot shall be used for any purpose other than a dwelling place for a single family and for purposes necessarily incidental thereto. Nor shall any lot that has not previously been resided in by the owner(s) of such lot for a consecutive period of twenty-four months (24) be subject to any leasehold interest, unrecorded land contract interest, or general tenancies in persons other than the owner or the "*immediate family members*" of the owner, which, for the purposes of this amendment only, shall be defined as the parents or children of the Lot Owner(s), including "step-children" or "stepparents. In the event an owner's immediate family member is residing in the Lot 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. This Amendment shall not affect the existing term of any lease, unrecorded land contract or other general tenancies in effect on as of the date this Amendment is recorded. Further, for the purposes of this Amendment, any immediate family member of a unit owner who obtains title to a unit due to the death of the the unit owner shall be considered to have resided in the unit for the same period of time as the deceased unit owner for the purposes of the residency requirement.

“Any Lot currently under lease, unrecorded land contract or other general tenancies at the time this Amendment is recorded or that, subject to the terms and requirements of this Amendment, later becomes eligible for leasing, 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 to a party other than to an immediate family member of the Lot Owner; (2) the Rental Unit sits vacant for a period of ninety (90) consecutive days; (3) the Lot Owner fails to appropriately register the Lot as a Rental Unit as required in this Amendment; or (4) the Association is forced to initiate injunctive or declaratory action or seek an eviction proceeding against a tenant of a Rental Unit and receives a judgment entry in its favor in any of those actions based upon the tenants failure to comply with Declaration, Bylaws, or rules of the Association or any failure of the Lot Owner to comply with the terms of this Amendment. Upon the occurrence of any event set forth herein, a Rental Unit shall lose its status as a Rental Unit.”

“To register a Lot as an existing Rental Unit, the Lot Owner must advise the Board in writing within sixty (60) days of the recording date of this Amendment that the Lot 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, as well as the tenant’s contact information. Further, it is the obligation of any owner seeking to lease a Lot that is not currently a Rental Unit to contact the Board before entering into any lease to determine if Lot is eligible to be registered as a new Rental Unit and to register it as such with the Association.”

“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 so provide this information to the Board may result in an enforcement assessment of \$250.00, pursuant to provisions of

Ohio law requiring notice and opportunity for a hearing.”

“All leases shall contain a provision or addendum providing that the failure of the tenant or occupant to comply with the terms of the Declaration, Bylaws or any properly adopted rules of the Association shall be a default under the lease. Additionally, if any occupant or tenant fails to abide by the restrictions set forth in the Declaration, Bylaws or other rules of the Association, the Board may institute enforcement assessment proceedings against the Lot Owner and may commence an action for declaratory or injunctive relief and/or file an action for eviction of any and all tenants in the offending Lot in any Court of competent jurisdiction, which eviction action would be brought in the name of the Lot Owner and as owner's agent for this sole purpose and shall charge all costs, including reasonable attorney fees, of such eviction or any enforcement or judicial action referenced in this Amendment to the Lot Owner. In the event the Association elects to pursue an eviction of a tenant, said action shall be brought in the same manner and in compliance with the provisions R.C. 5311.19(B).”

“The Board will retain discretion to make exceptions to this Amendment for unique family or ownership circumstances and/or for other hardship reasons, which exceptions, if granted, shall allow Lots 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. Additionally, the Board may adopt and enforce other rules and definitions in furtherance of this Amendment. ”

“This Amendment shall not restrict the right of an institutional first mortgagee, insurer or guarantor which takes title to a Lot by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to lease the Lot so acquired.”

J. All other provisions of the Declaration, Bylaws, and all amendments and supplements thereto not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control. To the extent any provision of these Amendment is found to conflict with the Declaration, however, the Declaration shall control.

K. The effective date of this Amendment shall be the date of recording with the Delaware County Recorder.

IN WITNESS WHEREOF, the President and Secretary of the Kensington Place Subdivision Association, Inc. have hereunto set their hands this ____ day of _____, 2021.

President

Print Name

Secretary

Print Name

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF DELAWARE ss:

Before me, a Notary Public, personally appeared the above-named _____,
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 ____ day
of _____, 2021.

Notary Public