

GREEN BELT THREE ASSOCIATION
SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, EASEMENTS, RESTRICTIONS,
AND ASSESSMENT LIEN

Auditor's Certificate

This is to certify that a copy of this Amendment to the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien* has been filed with the Auditor of Franklin County, Ohio, this _____ day of _____, 2009.

AUDITOR OF FRANKLIN COUNTY, OHIO

By:

This Instrument prepared by Charles T. Williams Law Offices, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

GREEN BELT THREE ASSOCIATION

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, AND ASSESSMENT LIEN

This Second Amendment to the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien* is made this _____ day of _____, 2009.

RECITALS

A. Green Belt Three Association is a homeowners' association created under the filing of a *Declaration of Covenants, Easements, Restrictions, and Assessment Lien* recorded on September 5, 1980, Franklin County, Ohio; and on June 10, 2002, in Instrument Number 200206100143572, and further amended on September 29, 2005, in Instrument Number 200509290204293, Franklin County Records.

B. The Association, consisting of all the owners of the following real estate situated in the City of Columbus, Franklin County, Ohio:

Being Lots numbered 337 through 364 of the RIVERSIDE GREEN SOUTH, SECTION No. 5 Subdivision, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 57, Page 74, Recorder's Office, Franklin County, Ohio.

C. Pursuant to Section 11(g) of the First Amendment to the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien*, the undersigned officers of the Green Belt Three Association hereby certify that the following amendment has been promulgated according to the terms of Section 11(g) of the First Amendment to the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien* by 66% of the Lot owners present, who are entitled to vote, in person, by proxy, or by absentee ballot, at a duly called and noticed meeting.

NOW THEREFORE, the First Amendment to the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien* of September 29, 2005, is amended to read as follows:

D. Section 5. USES (d), is amended in its entirety to read as follows:

(d) No dwelling thereon 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 this *Declaration*, and only as excepted as set forth herein, each dwelling shall be occupied by the owner of that dwelling, and no leasehold interest, unrecorded land contract interest, or general tenancies in others may exist in the dwelling. This provision shall become effective on the day when an amendment containing this provision is filed with the Recorder of Franklin County, Ohio; provided that such amendment shall not effect the existing term of any lease then in effect nor any dwelling then

under lease at the time of recording. 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 for unique family or ownership circumstances and/or for hardship, it being the purpose of this provision to maintain the character of the Association 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 dwelling by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the dwelling so acquired.

Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire dwelling and shall not extend longer than one (1) year. No dwelling or Lot, or part thereof, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) 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 (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a dwelling or Lot 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*, *Code of Regulations*, and Rules and Regulations of the Association 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 and time during which the lease term shall be in effect.

If any Lot owner or tenant fails to abide by these rules for rental dwellings, or the rules of the Association and this *Declaration*, in addition to any other enforcement powers under the *Declaration*, *Code of Regulations*, or *Articles of Incorporation*, which the Board may possess, the Board may commence an action for eviction in any Court of competent jurisdiction, in the name of the Lot owner and as Lot owner's agent for this sole purpose and shall charge all costs of such eviction and enforcement, including reasonable attorney fees, to the Lot owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending Lot owner and made a lien against the offending Lot, which lien may be foreclosed in the same manner as provided in the First Amendment and as herein set forth.

Notwithstanding the foregoing, all Lot owners and the Association shall be bound by the provisions of Section 11(e), relating to alternative dispute resolution prior to the filing of any legal action.

E. All other provisions of the *Declaration of Covenants, Easements, Restrictions, and Assessment Lien* recorded on September 29, 2005, 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 Green Belt Three Association have hereunto set their hands this _____ day of _____, 2009.

President

Printed

Secretary

Printed

ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF Franklin ss:

Before me, a Notary Public, personally appeared the above-named _____ and _____, 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 _____, 2009.

NOTARY PUBLIC