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Robert G. Montgomery
Franklin County Recorder

**SECOND AMENDMENT TO THE DEED RESTRICTIONS OF THE BROOKSTONE
SUBDIVISION**

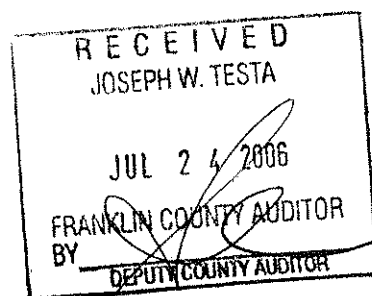
Auditor's Certificate

This is to certify that a copy of this Amendment to the Deed Restrictions of the Brookstone Subdivision has been filed with the Auditor of Franklin County, Ohio, this 24 day of July, 2006.

AUDITOR OF FRANKLIN COUNTY, OHIO

By: Joseph W. Testa
Jan E. Lenning

This Instrument prepared by Charles T. Williams, Attorney at Law, 555 South Front, Suite 320, Columbus, Ohio 43215-5668.



**SECOND AMENDMENT TO THE DEED RESTRICTIONS
OF THE BROOKSTONE SUBDIVISION**

This Amendment to the Deed Restrictions the Brookstone Subdivision is made this 6th
day of July, 2006.

RECITALS

A. The Brookstone Subdivision was created pursuant to the filing of certain Limited Warranty Deeds recorded in ORV 9137, Page G-04, ORV 14067, Page H-05, ORV 14754, Page A-01, ORV 20135, Page A-19, ORV 21938, Page A-10, and ORV 27296, Page E-09, and as amended in Instrument No. 199911190288957, Franklin County Records.

B. Pursuant to Article XIII, Section 2. of the said Limited Warranty Deeds, the undersigned officers of the Brookstone Community Association, Inc. hereby certify that the following amendment has been promulgated according to the terms of Article XIII of the said Limited Warranty Deeds and that two-thirds (2/3) of all lot owners have consented in writing to the following amendment.

C. The following amendment amends the relevant sections of all of the said Limited Warranty Deeds.

NOW THEREFORE, the said Limited Warranty Deeds are amended to add new Section 18, to Article XII, to read as follows:

No lot in the subdivision 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 deed restrictions, and only as excepted as set forth herein, each lot in the subdivision shall be occupied by the owner of that lot in the subdivision, and no leasehold interest, unrecorded land contract interest, or general tenancies in others may exist in the Brookstone subdivision. 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, unrecorded land contract or other general tenancies then in effect, nor any lot in the subdivision then under lease at the time of recording.

If any lot in the subdivision under lease, unrecorded land contract or other general tenancy in effect at the time of recording ceases to be occupied by such tenants or occupants or to be so encumbered for a period of 30 days, then that lot in the subdivision shall lose its status as a rental lot and be subject to the within prohibitions and conditions. The Board of Directors of the Brookstone Community 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 subdivision 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 lot in the subdivision by deed in lieu of foreclosure, or as a purchaser at a foreclosure sale to rent the lot so acquired.

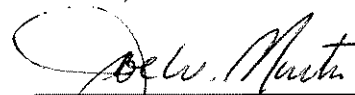
Further, to the extent that leases are permitted hereunder, no lease may be of less than an entire lot and shall not extend longer than one (1) year. No lot in the subdivision or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (I) rental for any period less 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 the house on a lot. 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 deed restrictions for the Brookstone subdivision shall be a default under the lease. Prior to the commencement of the term of a lease the lot 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 the rental of lots or the rules of the Association or the deed restrictions for Brookstone subdivision, the Association may commence an action for eviction in any Court of competent jurisdiction, in the name of the lot 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 lot owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending lot and made a lien against the offending lot, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth.

D. All other provisions of the said Limited Warranty Deeds, and all amendments thereto, not modified herein, shall remain in full force and effect.

E. 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 Brookstone Community Association, Inc., have hereunto set their hands this 10th day of July, 2006.



President
JOE W. MARTIN
Printed

Janice Risoya
Secretary
Janice Risoya
Printed

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF Franklin ss:

Before me, a Notary Public, personally appeared the above-named Joe W. Martin
and Janice Risoya, 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 6th day
of July, 2006.

Jerry S. Gaddis
NOTARY PUBLIC



JERRI S. GADDIS
Notary Public, State of Ohio
My Commission Expires 03-27-2011