

**LANGUAGE TO AMEND THE WARRANTY DEED FOR
THE VILLAGE AT ALUM CREEK SUBDIVISION**

The Board of Directors for the Village at Alum Creek Homeowners Association, Inc. proposes that the Warranty Deed for The Village at Alum Creek Subdivision (“Warranty Deed”) and the Bylaws of Village at Alum Creek Homeowners Association, Inc. (“Bylaws”), Lewis Center, Ohio, be amended as follows:

AMENDMENT A

DELETE WARRANTY DEED ARTICLE 8, SECTION 8.01 in its entirety. Said deletion to be taken from Page 10 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq.

INSERT a new WARRANTY DEED ARTICLE 8, SECTION 8.01. Said new addition, to be added to Page 10 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows:

8.01. These Restrictions will bind and run with the land for a term of ten years from the date this Amendment is recorded, and will automatically renew forever for successive periods of ten years, unless earlier terminated with the consent of not less than seventy five percent of the voting powers of all the Lots within the Village at Alum Creek Property. The violation of any provision of these Restrictions will give to each of (i) the Owners' Association and (ii) any group of three or more Owners acting together, the right to enjoin, by appropriate legal proceeding, the continuance of any such violation.

Any conflict between this provision and any other provisions of the Warranty Deed and Bylaws are to be interpreted in favor of this amendment making the Restrictions automatically renew. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT B

DELETE WARRANTY DEED ARTICLE 2, SECTION 2.13 in its entirety. Said deletion to be taken from Page 4 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq.

INSERT a new WARRANTY DEED ARTICLE 2, SECTION 2.13. Said new addition, to be added to Page 4 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows:

2.13. Any permitted sign or advertising device that is displayed, erected, or maintained on the Property, including the Lots, must comply and conform to the rules on signs that are adopted by the Board of Directors. No permitted sign or advertising device may exceed six square feet in size. Up to a maximum of four signs or advertising devices are allowed on a single Lot at one time. The Board has the

right to erect signs or other advertising devices within the Property as it, in its sole discretion, deems appropriate.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this modification regarding signs. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT C

DELETE WARRANTY DEED ARTICLE 2, SECTION 2.18, PARAGRAPH (F) in its entirety. Said deletion, to be taken from, Page 5 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq.

INSERT a new WARRANTY DEED ARTICLE 2, SECTION 2.18, PARAGRAPH (F). Said new addition, to be added to Page 7 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows:

(F) The siding, trim, shutters, shingles, and garage doors for the dwelling and the attached garage must comply with these Restrictions and any standards, rules, and policies the Board of Directors adopts on paint and materials.

DELETE WARRANTY DEED ARTICLE 2, SECTION 2.18, PARAGRAPH (G) in its entirety. Said deletion, to be taken from, Page 5 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq.

Any conflict between this provision and any other provisions of the Declaration or Bylaws will be interpreted in favor of this modification regarding exterior colors and materials. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of the filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds. Any challenge to the validity of this amendment must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT D

INSERT a new PARAGRAPH (H) to the end of WARRANTY DEED ARTICLE 3, SECTION 3.06. Said new addition, to be added to Page 7 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows:

(H) Above-ground swimming pools on the Lots are prohibited. Temporary, portable, unfiltered above-ground pools no larger than six feet by six feet in size or six feet in diameter with a depth of 18 inches are permitted on the Lot from May 15 until September 15 of each year. All swimming pools must comply with Delaware County and Orange Township ordinances and building code regulations. No other swimming pool, hot tub, or spa may be placed or maintained on any Lot without the prior written approval of the Board as required by Declaration Article 3.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment for permitting small, temporary, portable, unfiltered above-ground swimming pools with restrictions. The invalidity of any part of the above provision will not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing will have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT E

MODIFY THE LAST TWO SENTENCES OF WARRANTY DEED ARTICLE 2, SECTION 2.01 AND INSERT ONE NEW SENTENCE THEREAFTER. Said modification, to be made on Page 2 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows (deleted language is crossed-out; new language is underlined):

No more than one (1) single-family dwelling, ~~and the~~ with an attached private garage serving such the dwelling shall be placed on any Lot, and one outbuilding or shed, which may be detached from ~~said the dwelling,~~ and ~~which~~ may be placed on any Lot. ~~No unattached or free-standing garage shall be permitted, nor shall any outbuildings be permitted.~~ Prior to construction, the proposed location and specifications for any outbuilding or shed must be approved by the Board, as required by Declaration Article 3, and the Owner must obtain any permits required by the City, County, and Township.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this modification of the architectural restrictions for outbuildings. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT F

MODIFY WARRANTY DEED ARTICLE 2, SECTION 2.09. Said modification, to be made on Page 3 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows (deleted language is crossed-out; new language is underlined):

2.09. No refuse pile or other unsightly or objectionable material or thing ~~shall will~~ be allowed or maintained on any part of the Property. No portion of the Property is permitted be used or maintained as a dumping ground for trash, garbage, brush, rubbish, or other waste material. All garbage cans and other waste containers must be kept in the garage or stored in an area adjacent to the side of the Dwelling Unit, reasonably screened from street view by "evergreen" shrubbery (shrubbery that retains their leaves throughout the entire year) or other screening material(s), as determined and approved by the Board of Directors.

Any conflict between this provision and any other provisions of the Declaration and Bylaws are to be interpreted in favor of this amendment for the restriction on the storage of garbage cans. The invalidity of any part of the above provision does not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge must be brought in the court of common pleas within one year of the recording of this amendment.

AMENDMENT G

INSERT a new PARAGRAPH (I) to the end of WARRANTY DEED ARTICLE 3, SECTION 3.06. Said new addition, to be added to Page 7 of the Warranty Deed, as recorded at Delaware County Records, Volume 0669, Page 165 et seq., is as follows:

- (I) The Owner may install a Solar Energy Collection Device or other alternative energy collection device (i.e. wind turbines), on the Lot, subject to approval by the Board and the provisions of this Section. "Solar Energy Collection Device" means any device manufactured and sold for the purpose of calculating the collection and beneficial use of solar energy, including passive heating panels or building components and solar photovoltaic apparatus. Solar Energy Collective Devices and alternative energy collection devices must be installed and maintained in accordance with the following requirements:
- (1) the proposed location and specifications for any Solar Energy Collection Device or alternative energy collection device has been approved by the Board, in writing,
 - (2) the Owner obtains any permits required by municipal or governmental entity, if any, prior to construction and use,
 - (3) the Solar Energy Collection Device or alternative energy collection device is compliant with any rules, regulations, and architectural guidelines the Board adopts, and
 - (4) the Solar Energy Collection Device or alternative energy collection device meets all applicable safety and performance standards promulgated by Federal, state, or local government agencies and authorities.

The Owner is responsible for maintaining, repairing, replacing, and insuring the Solar Energy Collection Devices or alternative energy collection devices installed on the Lot in accordance with this Paragraph (I).

Any conflict between the above provision and any other provisions of the Plat Map Covenants and Restrictions, Storm Water Declaration, and Bylaws will be interpreted in favor of this amendment permitting Solar Energy Collection Devices and other alternative energy collection devices on Lots. The invalidity of any part of the above provision shall not impair or affect in any manner the validity or enforceability of the remainder of the provision. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of this amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of this amendment.