

**AMENDMENTS TO THE**  
**WARRANTY DEED OF RESTRICTIONS**  
**FOR**  
**THE VILLAGE AT ALUM CREEK SUBDIVISION**

PLEASE CROSS MARGINAL REFERENCE WITH THE WARRANTY DEED OF RESTRICTIONS FOR THE VILLAGE AT ALUM CREEK SUBDIVISION RECORDED AT VOLUME 0669, PAGE 165 ET SEQ. OF THE DELAWARE COUNTY RECORDS AND THE BYLAWS OF THE VILLAGE AT ALUM CREEK HOMEOWNERS' ASSOCIATION, INC. RECORDED AT OR BOOK 802, PAGE 2187 ET SEQ. OF THE DELAWARE COUNTY RECORDS.

**AMENDMENTS TO THE  
WARRANTY DEED OF RESTRICTIONS FOR  
THE VILLAGE AT ALUM CREEK SUBDIVISION**

**RECITALS**

**A.** The Warranty Deed of Restrictions for The Village at Alum Creek Subdivision (the “Declaration”) was recorded at Delaware County Records, Volume 0669, Page 165 et seq., and the Bylaws of The Village at Alum Creek Homeowners’ Association, Inc. (the “Bylaws”), were recorded at Delaware County Records, OR Book 802, Page 2187 et seq.

**B.** The Village at Alum Creek Homeowners Association, Inc. (the “Association”) is a corporation consisting of all Owners in the Village at Alum Creek HOA and as such is the representative of all Owners.

**C.** Revised Code Section 5312.05 authorizes amendments to the Declaration and Bylaws Article VIII, Section 8.01 authorizes amendments to the Bylaws.

**D.** Owners representing the Association’s current voting power have executed instruments in writing setting forth specifically the matters to be modified (the “Amendments”).

**E.** As of February 28, 2020, Owners representing 77.53 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment A and authorizing the Association’s officers to execute Amendment A on their behalf.

**F.** As of date received voting results, Owners representing 76.40 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment B and authorizing the Association’s officers to execute Amendment B on their behalf.

**G.** As of date received voting results, Owners representing 74.16 percent of the Association’s voting power have signed and delivered to the Association written consents, along with powers of attorney, in favor of Amendment C and authorizing the Association’s officers to execute Amendment C on their behalf.

**H.** The Association has complied with the proceedings necessary to amend the Declaration and Bylaws, as required by the Declaration and Bylaws, in all material respects.

## **AMENDMENTS**

The Warranty Deed of Restrictions for The Village at Alum Creek Subdivision and the Bylaws of The Village at Alum Creek Homeowners' Association, Inc., are amended by the following:

### **AMENDMENT A**

**INSERT a new DECLARATION ARTICLE 2, SECTION 2.25.** Said new addition, to be added on Page 5 of the Declaration, as recorded at Delaware County Records Volume 0669, Page 165 et seq., is as follows:

**2.25. A Person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Owners' Association is not, however, liable to any Owner or Occupant, or anyone visiting any Lot or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.**

**Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the occupancy of Lots. 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 the 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 the amendment.**

### **AMENDMENT B**

**DELETE DECLARATION ARTICLE 9, SECTION 9.02 in its entirety.** Said deletion to be taken from Page 11 of the Declaration, as recorded at Delaware County Records Volume 0669, Page 165 et seq.

**INSERT a new DECLARATION ARTICLE 9, SECTION 9.02.** Said new addition, to be added on Page 11 of the Declaration, as recorded at Delaware County Records Volume 0669, Page 165 et seq., is as follows:

**9.02. All notices required or permitted by the Restrictions or the Bylaws to the Owners' Association or the Board of Directors must be in writing and sent by regular U.S. mail, first-class postage prepaid, to the Board of Directors or the Owners' Association at the address of the Property or to such other address as the Board of Directors may designate from time to time by notice in writing to all Owners. All notices to any Owner must be hand-delivered, sent by electronic mail, or sent by regular U.S. mail, first-class postage prepaid, to such Owner's Lot address or to such other address as may be designated by him/her from time to time, in writing, to the Board of Directors. Any notice required or permitted to be given to any occupant of a Lot other than an Owner will effectively be given if hand-delivered or sent by regular U.S. mail, first-class postage prepaid, to the Lot address.**

**Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail. 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 the 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 the amendment.**

#### **AMENDMENT C**

**DELETE the FIFTH SENTENCE of BYLAWS ARTICLE IV, SECTION 4.01.** Said deletion to be taken from Page 3 of the Bylaws, as recorded at Delaware County Records Volume 802, Page 2187 et seq.

**INSERT a new SECOND PARAGRAPH to BYLAWS ARTICLE IV, SECTION 4.01.** Said insertion to be added on Page 3 of the Bylaws, as recorded at Delaware County Records Volume Book 802, Page 2187 et seq., is as follows:

**All five Directors will be elected for a three-year term; however, the terms will be staggered so that at least one-fifth of the Board will**

expire annually and a 2-2-1 rotation is maintained at all times. Each Director will hold office until his/her successor is elected, or until his/her earlier resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect made at a meeting of the Board or in a writing to that effect delivered to the Secretary or President of the Association, such resignation to take effect immediately or at such other time as the Director may specify.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment providing for Board member terms of three years each with staggered 2-2-1 elections. 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 the amendment, whether on procedural, substantive, or any other grounds, provided further that any such challenge will be brought within one year of the recording of the amendment.

AMENDMENT D

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

The Village at Alum Creek Homeowners Association, Inc. has caused the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

VILLAGE AT ALUM CREEK HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
JOSEPH W. LEONE, its President

STATE OF OHIO                    )  
                                          )  
COUNTY OF \_\_\_\_\_  )

SS

**BEFORE ME**, a Notary Public, in and for said County, personally appeared the above named Village at Alum Creek Homeowners Association, Inc., by its President, who acknowledged that he did sign the foregoing instrument, on Page 5 of 6, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

I have set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

Place notary stamp/seal here:

This instrument prepared by:  
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