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WINDRUSH CREEK PROPERTY OWNERS ASSN INC

First Grantee:
WINDRUSH CREEK SUBDIVISION

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WINDRUSH CREEK SUBDIVISION

AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS

Adopted August 27, 2019

TRANSFER
NOT NECESSARY

NOV 07 2019

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
M 
MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

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THIS AMENDMENT AND COMPLETE RESTATEMENT of the Declaration of Covenants, Restrictions, Easements, and Assessments of the Windrush Creek Subdivision is made on this 27 day of August, 2019, by the owners of real property in the Windrush Creek Subdivision, which owners ("the owners") are the members of Windrush Creek Property Owners Association, Inc. (hereinafter referred to as the "Association"), an Ohio nonprofit corporation. The undersigned authorized representatives of the Board of Trustees (hereinafter referred to as the "Board") of the Association hereby certify that no less than seventy-five percent (75%) of the owners (members of the Association) at a duly called meeting of the Association have consented to and adopted the following amended and restated Declaration of Covenants, Restrictions, Easements, and Assessments, amending and superseding the Declaration of Covenants, Restrictions, Easements, and Assessments (hereinafter referred to as the "declaration") recorded on April 6, 1976, in Volume 3513, Page 388, records of the Recorder for Franklin County, Ohio, as amended by The Amendment to Declaration of Covenants, Restrictions, Easements, and Assessments recorded on March 24, 1997, in Official Records Volume 34607, Page E-14, records of the Recorder for Franklin County, Ohio, and as amended in 2001.

WITNESSETH:

WHEREAS, the members of the Association are all of the owners of the real property described in Article II of this amended and completely restated declaration; and

WHEREAS, the owners desire to continue to provide for the preservation of the values and amenities and for the maintenance of common facilities, services, and properties; and to this end, desire to continue to subject the real property described in Article II together with such addition, as may hereafter be made, as provided in Article II, to the covenants, restrictions, easements, affirmative obligations, charges, and liens, hereinafter set forth, each and all of which is and hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof;

NOW, THEREFORE, the owners declare that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as the "covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this amended and restated declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- a. "Properties" or "Windrush Creek" shall mean and refer to the real property described in Article II hereof, and additions thereto, as are subjected to this declaration or any supplemental declaration under the provisions of Article II hereof.
- b. "Family dwelling unit" shall mean and refer to any improved property intended for use as a single-family detached dwelling and shall be deemed to exist only after a certificate of occupancy has been issued.
- c. "Residential lot" or "lot" shall mean any unimproved parcel of land located within the properties, with the exception of the common properties, which is intended for use as a site

for a single-family detached dwelling shown upon any recorded final subdivision map of any part of the properties.

d. "Owner" shall mean and refer to the owner as shown by the real estate records in the Office of the Recorder for Franklin County, Ohio, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any residential lot or family dwelling unit situated on the properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of the security, its successor or assigns, unless and until such mortgagee or holder of a security has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "owner" mean or refer to any lessee or tenant of an owner. In the event that there is recorded in the Office of the Recorder for Franklin County, Ohio, a land contract covering any lot within the properties, the owner of such lot for all purposes under this instrument shall be the purchaser under said contract and not the fee simple title holder.

e. "Scenic preserve" shall mean all areas of Windrush Creek whether or not part of a residential lot delineated as "scenic preserve" on the amended plat of Windrush Creek recorded at Plat Book 50, beginning on page 82, records of the Recorder for Franklin County, Ohio.

f. "Common properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "common properties." The term "common properties" shall also include any personal property owned or acquired by the Association if said property is designated as "common property." All common properties have been and are to be devoted to and intended for the common use and enjoyment of the owners and their families, guests of the owners, or persons occupying dwelling places or accommodations of owners on a guest or tenant basis; provided, however, that any lands which are leased by the Association for use as common properties shall lose their character as common properties upon the expiration of such lease.

g. "Association" shall mean and refer to the Windrush Creek Property Owners Association, Inc., an Ohio nonprofit corporation.

h. "Board" shall mean those persons who, as a group, serve as the Board of Trustees of the Association.

ARTICLE II

PROPERTIES

Section 1. The Properties. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased, and occupied subject to these covenants is described as follows: All that tract or parcel of land situated in Franklin County, Ohio, containing approximately 56.37 acres which is more particularly listed in the table below. Also identified as all of the real property platted, subdivided, dedicated, and conveyed in the Amended Plat of Windrush Creek, of record in Plat Book 50, beginning at page 82, records of the Recorder for Franklin County, Ohio.

Parcel ID	Address
170-001696-00	1547 WINDRUSH CT
170-001695-00	1555 WINDRUSH CT
170-001694-00	1563 WINDRUSH CT
170-001693-00	1571 WINDRUSH CT
170-001692-00	1574 WINDRUSH CT
170-001691-00	1562 WINDRUSH CT

170-001690-00	1550 WINDRUSH CT	170-001673-00	6214 BROOKSONG WY
170-001689-00	1415 WINDRUSH CR	170-001676-00	6215 BROOKSONG WY
170-001688-00	1423 WINDRUSH CR	170-001674-00	6222 BROOKSONG WY
170-001687-00	1431 WINDRUSH CR	170-001675-00	6223 BROOKSONG WY
170-001686-00	1422 WINDRUSH CR	170-001671-00	6226 BROOKSONG WY
170-001685-00	6368 WINDRUSH CR	170-001670-00	6234 BROOKSONG CR
170-001684-00	6372 WINDRUSH LN	170-001669-00	6242 BROOKSONG CR
170-001683-00	6383 WINDRUSH CR	170-001668-00	6250 BROOKSONG CR
170-001682-00	6371 WINDRUSH CR	170-001667-00	6258 BROOKSONG CR
170-001681-00	1398 WINDRUSH CR	170-001703-00	BROOKSONG CR—COMMON PROPERTY
170-001699-00	WINDRUSH CR—COMMON PROPERTY	170-001666-00	6241 BROOKSONG CR
170-001680-00	1390 WINDRUSH CR	170-001700-00	BROOKSONG CR—COMMON PROPERTY
170-001679-00	1382 WINDRUSH CR	170-001665-00	6233 BROOKSONG CR
170-001678-00	WINDRUSH CR—COMMON PROPERTY	170-001639-00	6245 BROOKSONG CR
170-001677-00	1399 WINDRUSH LN	170-001638-00	6249 BROOKSONG CR
170-001702-00	WINDRUSH LN—COMMON PROPERTY	170-001637-00	6251 BROOKSONG CR
170-001701-00	WINDRUSH LN—COMMON PROPERTY	170-001636-00	6255 BROOKSONG CR
170-001698-00	WINDRUSH LN—COMMON PROPERTY	170-001664-00	6225 BROOKSONG WY
170-001672-00	6206 BROOKSONG WY	170-001663-00	6181 BROOKSONG WY
		170-001640-00	1310 TAYLOR STATION RD

Section 2. Common Properties. Prior to the date of this amendment and restatement, the developers of Windrush Creek conveyed to the Association all of the real property of Windrush Creek not subdivided into lots according to the Amended Plat recorded at Plat Book 50, beginning at page 82, records of the Recorder for Franklin County, Ohio. The Board has the power to add to the common properties any property adjacent to any existing common property that becomes available, where the Board determines the acquisition of such property will be in the best interests of the members of the Association.

Section 3. Owners Easement of Enjoyment on Common Properties. Owners, members of owners' families, and owners' guests shall have an easement of enjoyment in and to the common properties. Such easement shall be appurtenant to and shall pass with the title of every residential lot. Said easement of enjoyment may, however, be restricted with respect to the use of recreational facilities constructed on the common properties by such reasonable rules and regulations as may be imposed by the Board, including the requirement that dues, charges, or fees be paid for the use of such facilities. The easement of use and enjoyment created hereby shall be subject to the following:

- a. The right of the Board, in accordance with the Bylaws of the Association, to borrow money from any lender for the purpose of improving the common properties and in aid thereof to mortgage said properties; and

b. The right of the Board to dedicate or transfer to any public or private utility, utility easements on any part of the common properties or to any local public authority roads or parking areas on any part of the common properties.

ARTICLE III

RESTRICTIONS

Section 1. Architectural Control.

a. No carport, storage shed, above-ground swimming pool, or fence, with the exception of a fence around in-ground pools, shall be erected upon any portion of the properties at any time. Short fences to enclose a vegetable garden plot during the growing season are permitted.

b. No family dwelling unit, exterior addition or alteration to such dwelling unit, detached garage, fence, or in-ground swimming pool shall be commenced or erected upon the properties until completed plans and specifications thereof showing the nature, kind, shape, heights, materials, basic exterior finishes and colors, location, and floor plan; and front, side, and rear elevations thereof of the builder and/or landscaper have been submitted to and approved by the Board, their designees, agents, successors, or assigns, as to harmony of exterior design and general quality with the standards of Windrush Creek, and as to location in relation to surrounding structures and topography.

Section 2. Building Restrictions.

a. All lots that are subject to these restrictions shall be used only for residential purposes.

b. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, not exceeding three (3) stories in height and accessory buildings in keeping with the dwellings so erected.

c. The outside finishing of all buildings must be completed within one (1) year after construction has started. All interior and exterior lighting must be so arranged or shielded as to avoid excessive glare reflecting onto any portion of any adjacent street or into the path of oncoming vehicles or onto any adjacent property.

d. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, any flowering trees or shrubs, or any evergreens may be removed without the written approval of the Board, unless located within ten (10) feet of a building, within ten (10) feet of the approved site for such building or within the right-of-way of driveways and walkways. Excepted herefrom shall be damaged trees or trees that must be removed because of any emergency.

e. No structure of a temporary character shall be placed upon any portion of the properties at any time, provided, however, that this prohibition shall not apply to the shelters used by contractors during the construction of any family dwelling unit.

Section 3. Use Restrictions.

a. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any owner, tenant, or guest thereof in Windrush Creek.

b. It is the responsibility of each owner to prevent any unclean, unsightly, or unkempt

conditions of buildings or grounds on the owner's property which shall tend to substantially decrease the beauty of Windrush Creek as a whole.

c. No outdoor fires shall be permitted on common properties without prior consent of the Board. Use of outdoor fire pits, fireplaces, and open hearth wood ovens on owner's property that comply with all EPA burning restrictions and any other federal, state, and local law is permitted.

d. Each owner shall provide receptacles for garbage, and all garbage receptacles, tools, and equipment, for use on the property of the owner or otherwise, shall be placed in an enclosed area in accordance with reasonable standards established by the Board to shield same from general visibility from roads abutting the owner's property, except on days of scheduled garbage pickup.

e. No fuel tanks or similar storage receptacles may be exposed to view, and such storage receptacles may be installed only within the main dwelling house, within an accessory building, or within any approved fenced area, or buried underground.

f. No recreational vehicle, trailer, bus, or camper may be exposed to view, and such vehicles may be parked only within a garage, attached or unattached, to the main dwelling house.

g. No animals of any kind shall be raised, bred, or kept on any lot excepting such as are normally regarded as household pets, provided that they are not kept, bred, or maintained for any commercial purpose. No animal shall be permitted to run loose outside of the lot of the owner thereof.

h. Hunting and trapping of wild animals, fowl, and game is hereby prohibited within the properties, and the discharge of firearms and/or bows and arrows within the properties for any purpose is prohibited.

i. The use of snowmobiles and other off-road vehicles is hereby prohibited within the properties. In addition, the use of any motorized vehicle is hereby prohibited within the common properties except upon private roads and parking areas.

j. Fishing in the pond is restricted to residents and their guests.

Section 4. Scenic Preserve. The builders and developers of Windrush Creek designated certain areas of Windrush Creek preserves, the purpose of which is to enhance the visual appearance and amenities of Windrush Creek. To accomplish these purposes the members of the Association impose the following easements, restrictions, and covenants upon all areas of Windrush Creek designated as scenic preserve:

a. Except for landscaping approved by the Board, no owner shall disturb the natural vegetation, geology, or natural habitat of any area within his lot designated as scenic preserve, subject to any law, ordinance, or regulation pertaining to the removal of noxious weeds or the eradication of pests and insects.

b. The right is reserved to the Board to construct walking bridges, pools for water from natural streams, foot bridges over natural streams, small retaining walls to control erosion from streams, and other small improvements consistent with the purpose of the scenic preserve.

c. All owners shall have an easement of enjoyment over and across areas of scenic preserve,

and all owners, members of owners' families, and owners' guests may traverse and use such scenic preserve, provided that no person shall engage in conduct in disturbance of the peace or destruction of scenic preserve areas. Such easement shall be appurtenant to and shall pass with the title of every residential lot.

d. Recreation in and other use of scenic preserve areas shall be restricted to walking and bicycling.

ARTICLE IV

ASSESSMENTS

Subject to the provisions of this Article, each lot shall be subject to the following assessments, the owner or owners of which lot by acceptance of a deed to a lot (whether or not it shall be so expressed in such deed) covenant and agree to pay to the Association: (a) operating assessments, (b) special assessments for capital improvements, (c) user fees, and (d) special individual assessments, all of which are to be established and collected as hereinafter provided.

Section 1. Operating Assessments.

- a. Operating assessments are for the purposes of providing funds to pay:
 - i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
 - ii. the costs for insurance and bond premiums to be provided and paid for by the Association;
 - iii. the estimated cost for real estate taxes and utility services charged to or otherwise properly payable by the Association;
 - iv. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - v. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
 - vi. the estimated next period's costs for the operation, management, and administration of the Association, including, but not limited to, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and any other costs constituting common expenses not otherwise herein specifically excluded.
- b. Annual assessments on both improved and unimproved lots may be increased more than five percent (5%) for any year only upon the concurrence of two-thirds of the owners of improved lots who are residents at Windrush Creek, provided, however, that the annual assessment on each unimproved lot shall never exceed one-half (1/2) of the annual assessment on each improved lot. Proposals for increased annual assessments shall be submitted to the Board and such proposal shall be voted on at the annual spring meeting.

Before the commencement of each annual assessment period thereafter, the Board shall establish a budget for anticipated operating expenses for the next following annual operating assessment period, and apportion the amount so determined in equal shares among all lots, and assess each such lot and its owners for the apportioned amount.

c. Payments. All annual operating assessments shall be payable annually, on or before the due date set by the Board.

d. Insufficient Collections. If the amounts collected for operating expenses are, at any time, insufficient to meet all obligations for which these funds are to be used, the deficiency shall be assessed by the Board equally among all lots subject to annual operating assessments.

Section 2. Special Assessments for Capital Improvements. In addition to operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct, or replace capital improvements on or constituting a part of the common properties to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost therefor in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of lot owners exercising no less than seventy-five percent (75%) of the voting power of lot owners. Any such assessment shall be divided equally among all lots and shall become due and payable on such date or dates as the Board determines following written notice to all lot owners.

Section 3. User Fees. The Association, through its Board, shall have the power and authority to establish, assess, and collect from lot owners and other permitted users of the common properties such charges and fees for use thereof as the Board may, in its sole discretion, establish.

Section 4. Special Individual Assessments. The Board shall levy assessments against an individual lot or lots and the owner or owners thereof to reimburse the Association for those costs incurred with respect to that lot or those lots and owners properly chargeable by the terms hereof to a particular lot or lots and owner or owners thereof (such as, but not limited to, the cost of making repairs or installations that are the responsibility of a lot owner or owners and costs for utility services properly chargeable pursuant hereto to individual lots and their owners). In addition, all costs of enforcement of any provision of this declaration, including, without limitation, all costs, expenses, and legal fees, shall be assessable hereunder. All such special assessments shall become due and payable on such date as the Board determines.

Section 5. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the lot owner subject thereto at least ten (10) days prior to the due date thereof. Written notice mailed or delivered to a lot owner's lot shall constitute notice to that lot owner, unless the lot owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that lot owner.

Section 6. Certificate Regarding Assessments and User Fees. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by a designated representative of the Association, setting forth whether the assessments and user fees on a specified lot have been paid. This certificate shall be conclusive evidence of payment of any assessment and user fees therein stated to have been paid.

Section 7. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage

on a lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor owner.

ARTICLE V

ADDITIONAL RESERVATIONS OF THE BOARD

Section 1. Easements and Rights. The owners grant to the Association, its successors, and assigns a perpetual alienable and releasable easement and right on, over, and under the ground of the properties to erect, maintain, and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, CATV, security cable equipment, telephone equipment, gas, water, or other private or public convenience or utilities on, in, or of each lot, and such other areas as are shown on the applicable plats; provided further, that the Association may cut, at its own expense, drainways for surface water wherever and whenever such action may appear to the Board to be necessary in order to maintain reasonable standards of health, safety, and appearance. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, take any soil, or take any similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance.

Section 2. Protection from Erosion. The Association shall have the right to protect from erosion the land designated as areas upon which building shall take place, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as providing drainage ways and/or dams or other means deemed expedient or necessary by the Board to provide and ensure against said erosion.

ARTICLE VI

ENFORCEMENT

Section 1. Effect of Nonpayment of Assessment; Remedies of the Association.

- a. If any assessment or portion of any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may
 - i. charge interest on the entire unpaid balance at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and
 - ii. charge a reasonable, uniform late fee, as determined from time to time by the Board.
- b. Operating and special assessments, and user fees, together with interest, late fees, and all collection and enforcement costs, including reasonable attorney fees, shall be a charge and a continuing lien in favor of the Association upon the lot against which each such assessment is made.

c. At any time after an assessment or user fee or any portion of any installment of an assessment or user fee levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, interest, late fees, and costs, including attorney fees, may be filed with the Franklin County Recorder, pursuant to authorization given by the Board.

i. The certificate shall contain a description of the lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by such representative of the Association as the Board shall designate.

ii. The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien or renewal certificate was duly filed therefor, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

d. Any lot owner or owners who believe that an assessment or user fee chargeable to his, her, or their lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that lot, may bring an action in the Court of Common Pleas of Franklin County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment or user fee has been improperly charged to that lot, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

e. Each such assessment or user fee, together with interest, administrative charges, late fees, and costs, including reasonable attorney fees, shall also be the joint and several personal obligations of the lot owners who owned the lot at the time when the assessment or user fee fell due. The obligation for delinquent assessments, user fees, interest, late charges, and costs shall not be the personal obligation of that owner or owner's successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that lot, or to foreclose any lien thereon for these delinquent assessments, user fees, interest, late charges, and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

f. The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, user fees, interest, late fees, and costs, including attorney fees, bring an action at law against the owner or owners personally obligated to pay an unpaid obligation to the Association, and an action to foreclose a lien, or anyone or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that lot during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment or user fee to the extent permitted by Ohio law.

Section 2. Board Authority for Enforcement.

a. The Association shall have the right to enforce all restrictions, conditions, covenants, reservations, and charges now or hereafter imposed by the provisions of this declaration.

b. In addition to other remedies, in the sole discretion of the Board, penalties may be imposed upon an owner for failure to comply with any covenant, restriction, rule, or regulation.

c. In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase, or word contained herein, the interpretation by the Board, provided it is reasonable, shall be final and conclusive on all interested parties.

d. Failure of the Association to enforce any provision hereof shall in no way be deemed a waiver of the right to do so thereafter for the same or any other violation, or to enforce any other provision hereof.

ARTICLE VII

MEMBERSHIP AND VOTING

Section 1. Windrush Creek Property Owners Association. There exists a not-for-profit Ohio corporation named "Windrush Creek Property Owners Association, Inc.," the purpose of which is to provide an organization through which owners may act on matters of common interest and to provide a body responsible for the ownership and maintenance of common properties, and the enforcement of the covenants in this instrument.

Section 2. Membership and Voting Rights. Each owner shall be a member of the Association and shall have such voting rights and other privileges as are specified in the Articles of Incorporation, Code of Regulations, and Bylaws of the Association.

Section 3. Proxies. Any member entitled to vote or take any action at any meeting or under any other circumstance may vote or take action by a proxy or proxies appointed by a written or electronic instrument approved by the Board. Each such instrument shall be filed with the chairperson of the meeting, or his or her designee, before the person holding the proxy shall be allowed to vote under the proxy at the meeting, or with the secretary of the Association before the person holding the proxy may take action under a proxy without a meeting. No proxy shall be valid after the expiration of eleven (11) months from the date of execution unless the member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE VIII

EFFECTIVE PERIOD AND AMENDMENTS

Section 1. Duration. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Board, or the owner of any land subject to this declaration, their respective legal representatives, heirs, successors, and assigns.

Section 2. Amendments. This declaration can be amended at any time provided that three-fourths (3/4) of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. Notice shall be given each member at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this declaration is approved by the members as set forth above, the Board or its designated representatives shall execute an amendment to this declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than thirty (30) days after the date of recording the amendment, the date of the meeting of the Association at which

such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, and the total number of votes cast against the amendment. Such an amendment shall be recorded in the Office of the Recorder for Franklin County, Ohio.

This amendment was adopted at a duly called meeting of the Association, which was held on August 27, 2019. The notice for this meeting was given to each Association member on May 15, 2019, which provided a minimum of forty-five (45) days notice to each member. The number of votes cast by the Association members at the meeting totaled nineteen (19), which amount exceeded/equaled the twelve (12) votes required to constitute a quorum. Nineteen (19) votes, equaling at least three-fourths (3/4) of the total number of votes cast at the meeting, were necessary to adopt this. Amendment. Zero (0) votes were cast at the meeting against this amendment.

IN WITNESS WHEREOF, the undersigned, Windrush Creek Property Owners Association, Inc., by and through the Board's designated representatives, has signed and executed this amendment on the day and year first above written.

Signed and Acknowledged

WINDRUSH CREEK PROPERTY

in the presence of:

OWNERS ASSOCIATION, INC

Carole Bickel
Carole Bickel
(Print Name)

by Rebecca Stron
Rebecca Stron
(Print Name)
Trustee

Laura Davis
Laura Davis
(Print Name)

by Phil Davis
Phil Davis
(Print Name)
Trustee

Hinda C. Imwalle
Hinda C. Imwalle
(Print Name)

by J. Chris Imwalle
J. Chris Imwalle
(Print Name)
Trustee

State of Ohio
County of Franklin

Before me, a Notary Public in and for said county and state, personally appeared Rebecca Stroh, Trustee of Windrush Creek Property Owner's Association, Inc., who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed as such Trustee, and is the act and deed of such corporation.

IN TESTIMONY WHEREOF, I set my hand and official seal this 30th day of October, 2019.



JOHN M. ALTON, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

John M. Alton
Notary Public
Lifetime Commission

Before me, a Notary Public in and for said county and state, personally appeared Phil Davis, Trustee of Windrush Creek Property Owner's Association, Inc., who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed as such Trustee, and is the act and deed of such corporation.

IN TESTIMONY WHEREOF, I set my hand and official seal this 30th day of October, 2019.



JOHN M. ALTON, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

John M. Alton
Notary Public
Lifetime Commission

Before me, a Notary Public in and for said county and state, personally appeared J. Chris Inwalle, Trustee of Windrush Creek Property Owner's Association, Inc., who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed as such Trustee, and is the act and deed of such corporation.

IN TESTIMONY WHEREOF, I set my hand and official seal this 30th day of October, 2019.



JOHN M. ALTON, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

John M. Alton
Notary Public
Lifetime Commission