

DO NOT DETACH



Instrument Number: 202402020011106
Recorded Date: 02/02/2024 1:37:59 PM



Daniel J. O'Connor Jr.
Franklin County Recorder
373 South High Street, 18th Floor
Columbus, OH 43215
(614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

Return To (Mail Envelope):

KAMAN & CUSIMANO
8101 NORTH HIGH ST
SUITE 370
COLUMBUS, OH 43235

Mail Envelope

Transaction Number: T20240007483
Document Type: DECLARATION
Document Page Count: 10

Submitted By (Mail):

KAMAN & CUSIMANO
8101 NORTH HIGH ST
SUITE 370
COLUMBUS, OH 43235

Mail

First Grantor:
WINDRUSH CREEK PROPERTY OWNERS ASSN INC

First Grantee:
WINDRUSH CREEK SUBDIVISION

Fees:	
Document Recording Fee:	\$34.00
Additional Pages Fee:	\$64.00
Marginal Reference Fee:	\$8.00
Total Fees:	\$106.00
Amount Paid:	\$106.00
Amount Due:	\$0.00

Instrument Number: 202402020011106
Recorded Date: 02/02/2024 1:37:59 PM

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

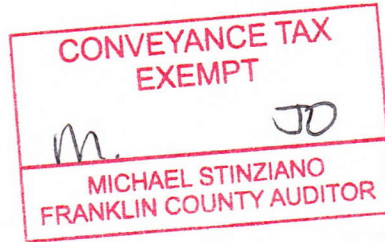
THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY
JAN 16 2024
MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO



TRANSFER
NOT NECESSARY
FEB 01 2024
MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

AMENDMENTS TO THE
WINDRUSH CREEK SUBDIVISION
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND ASSESSMENTS

PLEASE CROSS MARGINAL REFERENCE WITH THE WINDRUSH CREEK SUBDIVISION AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND ASSESSMENTS RECORDED AT INSTRUMENT NO. 201911070148860 AND THE AMENDED CODE OF REGULATIONS (BYLAWS) OF WINDRUSH CREEK PROPERTY OWNERS ASSOCIATION, INC. AT INSTRUMENT NO. 202109270172124 OF THE FRANKLIN COUNTY RECORDS.

AMENDMENTS TO THE
WINDRUSH CREEK SUBDIVISION AMENDED AND RESTATED
DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND ASSESSMENTS

RECITALS

A. The Windrush Creek Subdivision Amended and Restated Declaration of Covenants, Restrictions, Easements and Assessments (the “Declaration”) was recorded at Franklin County Records, Instrument No. 201911070148860.

B. The Windrush Creek Property Owners Association, Inc. (the “Association”) is a corporation consisting of all Owners in Windrush Creek and as such is the representative of all Owners.

C. Declaration Article VIII, Section 2 authorizes amendments to the Declaration.

D. The notice for a special meeting of the Ownership was distributed on March 22, 2023 and August 12, 2023.

E. A meeting, of the Association’s Owners was held on or about May 11, 2023, and the meeting was continued on September 28, 2023.

F. The requisite quorum for the meetings was the number of Owners represented in person or by proxy.

G. At the meeting and continued meeting, Owners representing at least 75 percent of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the “Amendments”).

H. Owners representing 77 percent of the Association’s voting power have affirmatively consented to or voted in favor of Amendments A, B, F, J, and K and signed powers of attorney authorizing the Association’s officers to execute Amendments A, B, F, J, and K on the Owners’ behalf, as documented in the Association’s records.

I. Owners representing 85 percent of the Association’s voting power have affirmatively consented to or voted in favor of Amendment G and signed powers of

attorney authorizing the Association's officers to execute Amendment G on the Owners' behalf, as documented in the Association's records.

J. A total of six Owners voted against Amendment A, Amendment F and Amendment J, a total of five Owners voted against Amendment B and Amendment K, and a total of three Owners voted against Amendment G.

K. Amendments C, D, E, H and I did not receive the requisite Owner approval needed for those amendments to be approved.

L. The Association has complied with the proceedings necessary to amend the Declaration, as required by Chapter 5312 of the Ohio Revised Code and the Declaration, in all material respects.

M. The following Amendments will be effective 30 days from the date of recording:

AMENDMENTS

The Windrush Creek Subdivision Amended and Restated Declaration of Covenants, Restrictions, Easements and Assessments is amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 3(k). Said new addition to the Declaration, as recorded at Franklin County Records, Instrument No. 201911070148860, is:

k. A person who is classified as a sex offender/child-victim offender and for whom the County sheriff or other government entity must provide community notice of the sex offender's residential address, is prohibited from residing in or occupying a residential lot, including the family dwelling unit on the residential lot, and from remaining in or on the Windrush Creek properties for any length of time. The classification of a sex offender/child-victim offender and the determination of whether notice is required is made by a court of law in accordance with the Ohio Sex Offenders Act, or similar statute from another jurisdiction as either may be amended or renamed from time to time. The Association is not liable to any owner, occupant, or visitor of any owner, or of the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce any provision of this Occupancy 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 residential 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 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

MODIFY DECLARATION ARTICLE III, SECTION 1(a). Said modification to the Declaration, as recorded at Franklin County Records, Instrument No. 201911070148860, is (deleted language is crossed-out; new language is underlined):

- a. No carport, storage shed, above-ground swimming pool, or fence, with the exception of a fence around in-ground pools, ~~shall~~ will 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 pursuant to the Board's adopted rules.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment modifying the restriction on fenced-in vegetable gardens. 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

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT D

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT E

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT F

MODIFY DECLARATION ARTICLE III, SECTION 3(g). Said modification to the Declaration, as recorded at Franklin County Records, Instrument No. 201911070148860, is (deleted language is crossed-out; new language is underlined):

g. No animals of any kind ~~shall~~will be raised, bred, or kept on any lot ~~excepting such as are normally regarded as household pets, provided 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.~~

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on modifying the restriction applicable to permitted animals and pets. 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 G

INSERT a new DECLARATION ARTICLE III, SECTION 3(l). Said new addition to the Declaration, as recorded at Franklin County Records, Instrument No. 201911070148860, is:

l. The Association promotes the use of solar energy collection for electricity generation of the family dwelling units, but desires to ensure uniform installation and design of Solar Energy Collection Devices. A

“Solar Energy Collection Device” (“SECD”) means any device manufactured and sold of the purpose of facilitating the collection and beneficial use of solar energy, including passive heating panels or building components and solar photovoltaic apparatus. The following restrictions apply for the installation of a SECD on the individual residential lots:

- i. SECD are prohibited from being installed unless the owner has obtained written approval in accordance with the requirements set forth in Declaration Article III, Section 1(b).
- ii. SECD are not permitted to be mounted anywhere on the residential lot except on the roof of the family dwelling unit or placed on the ground solely for the purpose of heating a swimming pool.
- iii. All components of the SECD must be compatible with the design of the family dwelling unit. For purposes of this requirement, examples of compatibility include, but are not limited to, the following: the color of the SECD system components must be the same color of the dwelling roof shingles to the greatest extent practical. Photovoltaic/solar “shingles” that mimic the look of a composite shingle are acceptable but must match the color of the current dwelling roof shingles as much as is practical.
- iv. Piping, electrical connections, or other lines or wires must be located directly under the system and/or alongside the perimeter of the system, when possible, and placed as inconspicuously as possible so that there is no exposed piping, electrical connections, or other lines or wires when viewed from all angles of the residential lot.
- v. The SECD array must be installed as close as possible to the ridge of the roof where it is attached.
- vi. Solar shingles must cover the entire side of the roof where installed.

- vii. All SECD installations will be kept in good repair, free of cracks, breakage, or non-uniformity.
- viii. Additional rules and additional specifications are permitted for SECD installations so long as the rules and specifications do not conflict with the provisions of this Article III, Section 3(l).

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on solar energy collection devices. 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 contest or other legal 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 H

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT I

Intentionally Left Blank - Amendment Proposal Did Not Pass

AMENDMENT J

MODIFY DECLARATION ARTICLE VII, SECTION 2 entitled, "Membership and Voting Rights." as recorded at Franklin County Records, Instrument No. 201911070148860, is (deleted language is crossed-out; new language is underlined):

Section 2. Membership and Voting Rights. Each owner ~~shall~~ will 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. Bylaws Article II, Section 2 provides that members who are in "good standing" as defined in that Bylaws Article II, Section 1 are permitted to vote, however, that

requirement does not apply when voting for amendments to the Declaration, which allows all owners who are members to vote regardless of whether they are in good standing.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this amendment regarding voting rights. 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 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 K

MODIFY DECLARATION ARTICLE VIII, SECTION 2 entitled, "Amendments." Said modification to the Declaration, as recorded at Franklin County Records, Instrument No. 201911070148860, is (deleted language is crossed-out; new language is underlined):

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~~ will be given ~~to~~ each member at least ~~30 forty-five (45)~~ days prior to the date of the meeting at which ~~such~~ the proposed amendment is to be considered. If any proposed amendment to this declaration is approved by the members as set forth above, the Board president and secretary ~~or its designated representatives~~ shall will execute an amendment to this declaration which ~~shall will~~ 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~~ the 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~~ in favor of the amendment. ~~Such an~~ No amendment ~~shall will~~ be effective until recorded in the Office of the Recorder for Franklin County, Ohio.

Any conflict between this provision and any other provision of the Declaration and Bylaws will be interpreted in favor of this amendment regarding the procedure for amending the Declaration. 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 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.

The Windrush Creek Property Owners Association, Inc. has caused the execution of this instrument this 5 day of January, 2024.

WINDRUSH CREEK PROPERTY OWNERS ASSOCIATION, INC.

By: Phillip S Davis
PHILLIP S. DAVIS, President

By: John Christopher Imwalle
JOHN CHRISTOPHER IMWALLE, Vice President

STATE OF OHIO)
)
COUNTY OF Franklin) SS

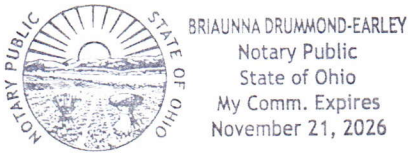
BEFORE ME, a Notary Public, in and for the County, personally appeared the above-named Windrush Creek Property Owners Association, Inc., by its President and its Vice President, who acknowledged that they did sign the foregoing instrument, on Page 9 of 10, and that the same is the free act and deed of the corporation and the free act and deed of each of them personally and as such officers.

I have set my hand and official seal this 5 day of January, 2024.



NOTARY PUBLIC

Place notary stamp/seal here:



BRIANNA DRUMMOND-EARLEY
Notary Public
State of Ohio
My Comm. Expires
November 21, 2026

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
8101 North High Street, Suite 370
Columbus, Ohio 43235
(614) 882-3100
ohiocondolaw.com