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Bryan A. Long Licking County Recorder

FIRST AMENDMENT TO THE
BROOKSEGE SECTION 1, 2, 3, 4 AND 5 DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEGE ASSOCIATION.

PLEASE CROSS MARGINAL REFERENCE WITH THE BROOKSEGE SECTION 1 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEGE ASSOCIATION RECORDED AT VOLUME 801, PAGE 20, BROOKSEGE SECTION 2 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEGE ASSOCIATION RECORDED AT VOLUME 829, PAGE 684, BROOKSEGE SECTION 3 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEGE ASSOCIATION RECORDED AT VOLUME 871, PAGE 329 AND BROOKSEGE SECTION 4 AND 5 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEGE ASSOCIATION RECORDED AT INSTRUMENT NUMBER 199711190007631 OF THE LICKING COUNTY RECORDS.

FIRST AMENDMENT TO THE
BROOKSEDGE SECTION 1, 2, 3, 4 AND 5 DECLARATION OF COVENANTS, EASEMENTS,
RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEDGE ASSOCIATION.

WHEREAS, the BROOKSEDGE SECTION 1 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEDGE ASSOCIATION, (the "Declaration 1") was recorded at Licking County Recorder's County Records: VOLUME 801, PAGE 20, and

WHEREAS, the BROOKSEDGE SECTION 2 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEDGE ASSOCIATION, (the "Declaration 2") was recorded at Licking County Recorder's County Records: VOLUME 829, PAGE 684, and

WHEREAS, the BROOKSEDGE SECTION 3 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEDGE ASSOCIATION, (the "Declaration 3") was recorded at Licking County Recorder's County Records: VOLUME 871, PAGE 329, and

WHEREAS, the BROOKSEDGE SECTION 4 AND 5 DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENT LIENS AND BROOKSEDGE ASSOCIATION, (the "Declaration 4 and 5") were recorded at Licking County Recorder's County Records: Instrument No. 199711190007631, and

WHEREAS, THE DECLARATION 1, DECLARATION 2, DECLARATION 3, DECLARATION 4 and 5, MAY HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "DECLARATIONS," and

WHEREAS, the Brooksedg Southwest Homeowners Association, Inc., (the "Association") is a nonprofit corporation consisting of all lot owners in the Association and as such is the representative of all lot owners, and

WHEREAS, Article VI, Section B of the Declarations authorizes amendments to the Declarations, and

WHEREAS, the Association has in its records the signed, written ballots to amend the Declarations to restrict the leasing of dwellings representing 76% of the voting rights of the Association, and

WHEREAS, the Association has in its records the signed, written ballots to amend the Declarations to restrict occupancy representing 81% of the voting rights of the Association, and

WHEREAS, the proceedings necessary to amend as required by the Declarations for the Association have in all respects been complied with.

NOW THEREFORE, the Declarations for the Association are hereby amended by the following:

INSERT a new ARTICLE I, SECTION BB entitled, "LEASING OF DWELLINGS," to be added on Page 7 of Declaration 1, as recorded at Volume No. 801 at p. 20 and of Declaration 2, Volume No. 829 at p. 684, a new ARTICLE I, SECTION DD also entitled "LEASING OF DWELLINGS," to be added on Page 7 of Declaration 3, as recorded at Volume No. 871 at p. 329 and a new

ARTICLE I, SECTION EE also entitled **"LEASING OF DWELLINGS,"** to be added on Page 7 of Declaration 4 and 5, as recorded at Instrument No. 199711190007631, with all references being to the records of the Recorder of Licking County, Ohio, as follows:

LEASING OF DWELLINGS: No Lot or dwelling can be leased, let, or rented, whether for monetary compensation or not, by an Owner to others for business, speculative, investment, or any other purpose. The intent of this restriction is to create and maintain a community of resident Owners, subject to the following:

1. This restriction does not apply to:
 - a. Dwellings that are occupied by the parent(s) or child(ren) of the Owner(s); or,
 - b. Any Owner(s) leasing or renting his/her dwelling at the time of recording of this amendment with the Licking County Recorder's Office, and who has registered his/her dwelling as being leased with the Association within 90 days of the recording of this amendment ("Grandfathered Dwelling"), said Owner(s) can continue to enjoy the privilege of leasing that dwelling until the title to said Grandfathered Dwelling is transferred to a subsequent dwelling Owner(s), at which time the dwelling will no longer be classified as a Grandfathered Dwelling.
2. To meet a special situation and to avoid a practical difficulty or other undue hardship, each Owner(s) has the right to lease his/her dwelling to a specified lessee for a one-time period of no more than 24 consecutive months. To exercise this right, the Owner cannot be more than 30 days delinquent in any assessment or other payment due to the Association and the Owner must provide the Board with written notice at least ten (10) business days prior to the commencement of the lease. If the Owner is more than 30 days delinquent, the Owner may request and receive a one-time hardship exception only with the Board's prior written consent.
3. In no event can a dwelling be rented or leased by the Owner(s) for transient purposes, which is defined to mean a rental for any period less than six (6) full, consecutive calendar months, nor rented or leased to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any dwelling, in whole or part, is also prohibited.
4. In addition, the Association has at all times a limited power of attorney from and on behalf of any Owner who is more than 30 days delinquent in the payment of any Assessment or charges due the Association to collect the lease/rent payments directly from the delinquent Owner's tenant/renter until such delinquency is paid in full.
5. Any land contract for the sale of a Lot or dwelling must be recorded with the Licking County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within thirty (30) days of such recording. Any land contract not recorded is an impermissible lease.
6. All leases must be in writing the lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. When an Owner leases his/her dwelling, the Owner(s) relinquishes all amenity privileges, but continue(s) to be responsible for all obligations of ownership of his/her dwelling and is/are jointly and severally liable with the lessee to the Association for the

conduct of the lessee and/or any damage to property. The Owner(s) must deliver a copy of any lease to the Board prior to the beginning of the lease term.

7. The Board may adopt and enforce rules and/or definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, rules to address and eliminate attempts to circumvent the meaning or intent of this Section and in furtherance of the preservation of Brooksedge SW as an owner-occupied community and against the leasing of dwellings for investment or other purposes. The Board further has full power and authority to deny the occupancy of any dwelling by any person or family if the Board, in its sole discretion, determines that the Owner of such dwelling is intending or seeking to circumvent the meaning or intent of this Section.

Any conflict between this provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this restriction on the leasing of dwellings. 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 Licking County Court of Common Pleas within one (1) year of the recording of this amendment.

INSERT a new DECLARATION ARTICLE I, SECTION CC entitled, "OCCUPANCY RESTRICTION," to be added on Page 7 of Declaration 1, Volume No. 801 at p. 20 and Declaration 2, Volume No. 829 at p. 684 and a new ARTICLE I, SECTION EE also entitled "OCCUPANCY RESTRICTION," to be added on Page 7 of Declaration 3, Volume No. 871 at p. 329 and a new DECLARATION ARTICLE I, SECTION FF also entitled "OCCUPANCY RESTRICTION," to be added on Page 7 of Declaration 4 and 5, as recorded at Instrument No. 199711190007631, with all references being to the records of the Recorder of Licking County, Ohio, as follows:

OCCUPANCY RESTRICTION: No person who is adjudicated to be a Tier II sex offender/child-victim offender or Tier III sex offender/child-victim offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to Ohio Sex Offender Registration laws, or a similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a home for any length of time, provided that such amendment shall not affect an individual that is residing in the community at the time this provision becomes effective.

The Board of the Association may enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction to enjoin such person(s) from occupying or residing in a home and from coming onto the association property, or in the name of the Owner as the Owner's agent for this sole purpose, to evict such person residing in, or occupying a home, and shall charge all costs of such injunction, eviction and enforcement, including reasonable attorney fees, to the Owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending Owner and made a lien against the offending home, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth. The Board of the Association shall not be liable to any Owner or occupant, or to anyone visiting any Owner or occupant or coming onto the association property, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to report the presence of such a person or to enforce the provisions of this subsection.

4