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BK **1793** PG **154-157**

**AMENDMENT TO THE WARRANTY DEED
FOR WEYBRIDGE WEST**

**PLEASE CROSS MARGINAL REFERENCE WITH THE WARRANTY DEED
FOR WEYBRIDGE WEST RECORDED AT VOLUME 0487, PAGE 641 ET SEQ.
OF THE DELAWARE COUNTY RECORDS.**

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**AMENDMENT TO THE WARRANTY DEED
FOR WEYBRIDGE WEST**

WHEREAS, The Warranty Deed for Weybridge West (the "Warranty Deed") was recorded at Delaware County Records, Volume 0487, Page 641 et seq.

WHEREAS, The Weybridge West Homeowners Association, Inc. (the "Association") is a corporation consisting of all owners in Weybridge West and as such is the representative of all owners.

WHEREAS, Warranty Deed Article 16 authorizes amendments to the Warranty Deed.

WHEREAS, Owners representing the Association's current voting power have executed instruments in writing setting forth specifically the matter to be modified (the "Amendment").

WHEREAS, As of October 10, 2020, 35 of the 46 owners, representing 76.08 percent of the Association's voting power have signed and delivered to the Association written consents, along with limited powers of attorney, in favor of Amendment of Subsection E, of Section 1 ("1(E)") and authorizing the Association's officers to execute Amendment 1(E) on their behalf.

WHEREAS, The Association has complied with the proceedings necessary to amend the Warranty Deed, as required by the Warranty Deed, in all material respects.

NOW THEREFORE, BE IT RESOLVED, that Subsection E of Section 1 be deleted in its entirety and that it be replaced as set forth below:

AMENDMENT

1. USES.

(E) Subject to the following exceptions, no lot owner may lease or rent his/her/its lot and/or the building located thereon for any purpose.

(i) To meet special situations and to avoid undue hardship or practical difficulties, the Association, by a majority vote of the Board of Trustees of the Association, may grant one time permission to a lot owner to lease his/her/its lot and/ or the building located thereon to a specified renter for a period of not less than four (4) consecutive months nor more than twenty four (24) consecutive months, provided that said lease is made subject to all applicable deed restrictions and other rules of the Association.

(ii) A parent may lease his or her lot and/or the building located thereon to the parent's child. A child may lease his or her lot and/or the building located thereon to the child's parent. For purposes of this subsection, a parent shall include, and be limited to, a natural parent, a step-parent, or an adoptive parent.

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For purposes of this subsection, "child" shall include, and be limited to, a natural child, a step-child, or a child who has been legally adopted by the parent. To be valid, all leases entered into pursuant to this subsection must be registered in writing with the Association and approved by a majority vote of the Board of Trustees of the Association.

(iii) A Trustee may lease a lot and/or the building located thereon which is owned by the Trust to the beneficiary(s) of the Trust, pursuant to the Trust Agreement.

(iv) Lot owners who are leasing or renting their lots and/or buildings located thereon on the effective date of these amendments to the deed restrictions may continue to do so only until the expiration of the current lease; thereafter, a lot owner may only lease or rent his/her/its lot and/or the building located thereon as set forth in subsection (ii) above. To be valid, all leases or rental agreements authorized or entered into pursuant to this subsection must be registered in writing with the Association.

[The remainder of this page left intentionally blank.]

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Any conflict between this provision and any other provisions of the Warranty Deed and Bylaws will be interpreted in favor of this amendment permitting notices by regular U.S. or electronic mail and permitting the Association to use electronic communications to the extent permitted by Ohio and Federal law. 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, and any challenge must be brought in the court of common pleas within one year of the recording of this amendment.

The Weybridge West Homeowners Association, Inc. has caused the execution of this instrument this 29 day of October, 2020

WEYBRIDGE WEST HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Lon S. Vickers, its President

By: [Signature]
Kenneth J. Molnar, its Secretary

STATE OF OHIO)
COUNTY OF) SS
Delaware)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Weybridge West Homeowners Association, Inc., by its President and its Secretary, who acknowledged they did sign the foregoing instrument and that the same is the free act and deed of said 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 29 day of October 2020



This instrument prepared by:
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LAUREN T. MCGARITY, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.