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COLUMBUS, OH 43215



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**AMENDMENT TO THE GENERAL WARRANTY DEED FOR
THE OVERLOOK SUBDIVISION**

Auditor's Certificate

This is to certify that a copy of this Amendment to the General Warranty Deed for The Overlook Subdivision has been filed with the Auditor of Delaware County, Ohio, this 18 day of April, 2019.

AUDITOR OF DELAWARE COUNTY, OHIO

George Kaitisa cm
By:

This Instrument prepared by Robin L. Strohm, Williams & Strohm, LLC, Attorneys at Law, 2 Miranova Place, Suite 380, Columbus, Ohio 43215-7047.

**AMENDMENT TO THE GENERAL WARRANTY DEED FOR
THE OVERLOOK SUBDIVISION**

5th This Amendment to the General Warranty Deed for The Overlook Subdivision is made this day of APRIL, 2019.

RECITALS

A. The Overlook Subdivision is a subdivision created under the filing of a General Warranty Deed in Deed Book, 515, Page 476, Delaware County, Ohio Records.

B. The undersigned officers of the subdivision's association hereby certify that the following amendment has been promulgated according to the terms of Ohio Revised Code §5312.05(A) and Article II, Section (m) where a majority of the Lot Owners have approved changes to the covenants within the General Warranty Deed in whole or in part.

NOW THEREFORE, the General Warranty Deed recorded in Deed Book 515, Page 476, is hereby amended to read as follows:

C. Article I, shall be deleted entirely.

D. Article II, Section (a) shall be replaced entirely to read as follows:

“(a) The dwelling on a Lot shall not be used for any purposes other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided; however, that no dwelling may be used as a rooming or boarding house. Except as provided herein below, no industry, trade or commercial use, shall be conducted, maintained or permitted on any part of the subdivision or Lot within the subdivision. No Unit may be used for a group home, commercial foster home, fraternity or sorority house, or nursing home or such other treatment or care facility.

Notwithstanding the foregoing: i) professional and quasi-professional occupants may use a dwelling as an auxiliary or secondary facility to an office established elsewhere; ii) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the dwelling or Lot), making professional telephone calls or corresponding, in or from a dwelling, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

No lease may be of less than the entire dwelling and the lease term shall be for no less than six (6) months. No Lot or dwelling or any portion thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen,

busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons or a portion of a Lot or dwelling only. Listing of the dwelling with on-line rental services such as AirBnb or VRBO and/or similar websites is presumed to be a violation of the provisions of this section. If there are occupants residing in a dwelling during the same period of time in which the Lot owner(s) reside in the same dwelling, those occupants and Lot owner(s) shall not be subject to the restrictions for leasing.

If the Lot and dwelling are leased for any period of time, both the Lot owner and occupants leasing the Lot/dwelling must provide to the Board all the following information: a) the name(s) of all occupants and Lot owner(s), the mailing address of the occupant(s) if different from the Lot address, the mailing address of the Lot owner(s), and the business and home/cell phone numbers for all occupants and the Lot owner(s)".

E. Article II, Section (b) shall be replaced entirely to read as follows:

"Fuel storage containers and fuel storage facilities shall be screened from view so as to not be seen from the street, public roadway, or any adjacent Lots."

F. Article II, Section (d) shall be replaced entirely to read as follows:

"No livestock, poultry, insects, or animals of any species, other than domesticated cats and dogs (or other household pets such as birds or fish) may be kept on any Lot and no animals, livestock, poultry, or insects are permitted to be raised, bred, or maintained for commercial purposes. Dogs and cats which are permitted to go outside shall be limited to no more than four (4) per Lot (including any combination of dogs or cats and with the exception of any dog or cat giving birth, in which case the puppies or kittens need to be relocated within six (6) months of birth so as to not exceed the restriction of four (4)), providing this restriction shall not effect a Lot owner who, at the time this amendment is recorded, has more than four (4) dogs or cats (including any combination of dogs and cats) and does not acquire additional dogs or cats to exceed the limit of four (4) as those animals expire."

G. Article II, Section (e) shall be replaced entirely to read as follows:

"No signs of any kind may be displayed except for the following: i) political signs; ii) construction or tradesman signs during the period of construction or service to a Lot or dwelling; iii) one professionally prepared sign which is no larger than nine (9) square feet advertising the property for sale or rent, iv) school or church affiliated signs, and v) security company or alarm signs, shall be displayed on a Lot to the public view. All signs permitted may be no larger than nine (9) square feet and political signs must be installed no earlier than forty-five days before an election and must be removed no later than two (2) weeks after an election"

H. Article II, Section (f) shall be replaced entirely to read as follows:

“Trucks and commercial vehicles are permitted so long as the maximum weight limit of such vehicle does not exceed 7,500 lbs. and such truck, or commercial vehicle is stored on the Lot in the driveway. No more than one (1) commercial vehicle may be stored in the driveway at anytime. Boats, campers, recreational vehicles, or trailers are to be stored within the garage or other enclosure or out of public view, with the exception of cleaning or servicing boats and campers. Boats and campers may be stored within public view but only during the hours of servicing or cleaning and in any event, no longer than 48 hours.”

I. Article II, Section (i) shall be replaced entirely to read as follows:

“Satellite dishes (one meter or less in diameter), television antennae, and wireless cable antennae are permitted. Satellite dishes over one meter in diameter are prohibited. The satellite dish, television antennae, or wireless cable antennae, if installed on the dwelling, must be installed so the antennae or dish is not visible to the street unless there is no other location on the dwelling available in order to receive an adequate signal for reception. If the dish or antennae are installed on the Lot away from the dwelling, the dish or antennae must not be visible from the street and must be screened from view with landscaping or other natural materials so long as those materials do not impede the reception of the device.”

J. Article II, Section (j) shall be removed entirely.

K. Article II, Section (l) shall be replaced entirely to read as follows:

“No portion of the Lot, nearer to any street than the building setback lines, shall be used for any purpose other than that of a lawn; nor shall any fence or wall of any kind, for any purposes, be erected, placed, or suffered to remain on said Lot nearer to any street than the front building lines of the existing building, except ornamental railings, walls, or fences not to exceed three (3) feet high located on or adjacent to entrance platforms and steps. All perimeter or yard fences shall not exceed six (6) feet in height and may only be constructed of wood, aluminum, or vinyl. Chain link fencing, construction/snow fencing, or wire fencing of any type is prohibited, with the exception of wire mesh which may be installed only on the interior side of the fence. Nothing contained in this provision shall be interpreted to prevent a Lot owner from using the perimeter or yard area from installing walks, drives, trees, shrubs, flowers and other landscaping or hardscaping materials, for the purpose of improving the Lot.”

L. Article V shall be removed entirely and Article II, shall have a new section added which shall read as follows:

“(n) No noxious or offensive activity shall be carried on in any Lot or dwelling, nor shall any portion of a Lot or dwelling be used in any way or for any purpose which may endanger the health or safety of any resident or which may constitute a nuisance to others. All flammable and hazardous materials must be stored properly in a safe location as to not

create a fire hazard or other health and safety risks to the Lot owner or adjacent Lot owners.”

M. Article II, shall have a new section added which shall read as follows:

“(n) No person who is adjudicated to be a Tier I sex offender/child-victim offender, 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 similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a dwelling on any Lot for any length of time.

The Association may enforce this provision by commencing an action and seeking an Order in any Court of competent jurisdiction, by seeking a preliminary and permanent injunction to enjoin such person(s) from occupying or residing in a dwelling, and shall charge all costs of such injunction and enforcement, including reasonable attorney fees, to the Lot owner violating this provision. Any such costs so incurred shall be the subject of a special assessment against the offending Lot owner and made a lien against the offending Lot, which lien may be foreclosed in the same manner as provided by Ohio law and as herein set forth. The Association shall not be liable to any Lot owner or occupant, or to anyone visiting any Lot owner or occupant, 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.”

N. Article III shall be replaced entirely to read as follows:

“No excavation shall be made and no building shall be erected, nor shall any materials be stored upon said premises until the complete building plans and specifications for building plans, including landscaping, elevation and slope specifications, have been approved by the City of Westerville. The building, including the garage(s) shall not exceed two stories in height. All dwellings must have a mailbox made of stone, brick or other natural materials and must match the style of the dwelling being constructed.

O. All other provisions of the Declaration, and all prior amendments not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with any prior amendment, this Amendment shall control.

P. The effective date of this Amendment shall be the date of recording with the Delaware County Recorder. IN WITNESS WHEREOF, the President and Secretary of The Overlook Association, have hereunto set their hands this 5th day of APRIL, 2019.

Frank M. Deutchki
President

Andrew J. Welter
Secretary

ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF Delaware ss:

Before me, a Notary Public, personally appeared the above-named and FRANK M. DEUTCHKI, President and Andrew J. Welter Secretary of The Overlook Association, respectively and swore the signing hereof to be of their own free and voluntary act and that the same is true this 5 day of April, 2019.

Michele Johnson
NOTARY PUBLIC

