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201100007245
KAMAN & CUSIMANO
50 PUBLIC SQUARE
CLEVELAND OH 44113

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
AND
BY-LAWS OF CONDOMINIUM ASSOCIATION
FOR
THE VILLAGE AT MURPHY'S CROSSING CONDOMINIUM

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF
CONDOMINIUM AND BY-LAWS OF CONDOMINIUM ASSOCIATION FOR
THE VILLAGE AT MURPHY'S CROSSING CONDOMINIUM RECORDED AT
VOLUME 601, PAGE 1529 ET SEQ., OF THE DELAWARE COUNTY
RECORDS.

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM AND BY-LAWS OF CONDOMINIUM
ASSOCIATION FOR
THE VILLAGE AT MURPHY'S CROSSING CONDOMINIUM**

WHEREAS, the The Village at Murphy's Crossing Condominium Declaration (the "Declaration") and the Bylaws of The Village at Murphy's Crossing Condominium Association (the "Bylaws"), attached to and made a part of the Declaration, were recorded at Delaware County Records Volume 601, Page 1529 et seq., and

WHEREAS, The Village at Murphy's Crossing Condominium Association (the "Association") is a corporation consisting of all Unit Owners in The Village at Murphy's Crossing and as such is the representative of all Unit Owners, and

WHEREAS, Article XVII, Section 4 of said Declaration authorizes amendments to the Declaration and Bylaws Article X authorizes amendments to the Bylaws, and

WHEREAS, Unit Owners representing at least 75% of the Association's current voting power have executed instruments in writing setting forth specifically the matters to be modified (the "Amendments"), and

WHEREAS, the Association has in its records the signed, written consents to Amendment A signed by Unit Owners representing 90.47% of the Association's voting power as of February 3, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 90.47% of the Association's voting power authorizing the Association's officers to execute Amendment A on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment B signed by Unit Owners representing 76.19% of the Association's voting power as of February 3, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 76.19% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

WHEREAS, the Association has in its records the signed, written consents to Amendment C signed by Unit Owners representing 80.95% of the Association's voting power as of February 3, 2011, and

WHEREAS, the Association has in its records the power of attorney signed by Unit Owners representing 80.95% of the Association's voting power authorizing the Association's officers to execute Amendment C on their behalf, and

WHEREAS, attached hereto as Exhibit A is a certification of the Association's President and its Member At Large that the Amendments were duly adopted in accordance with the Declaration provisions, and

WHEREAS, the proceedings necessary to amend the Declaration as required by Chapter 5311 of the Ohio Revised Code and the Declaration have in all respects been complied with.

NOW THEREFORE, The Village at Murphy's Crossing Condominium Declaration and Bylaws of The Village of Murphy's Crossing Condominium Association is hereby amended by the following:

AMENDMENT A

INSERT a new DECLARATION ARTICLE III, SECTION 2(q) entitled, "Occupancy Restriction." Said new addition, to be added on Page 9 of the Declaration, as recorded at Delaware County Records, Volume 601, Page 1529 et seq., is as follows:

(q) Occupancy Restriction. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Unit Owner or

Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the occupancy of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT B

DELETE DECLARATION ARTICLE III, SECTION 2(g) entitled, "Renting and Leasing," in its entirety. Said deletion to be taken from Page 6 of the Declaration, as recorded at Delaware County Records, Volume 601, Page 1529 et seq.

INSERT a new DECLARATION ARTICLE III, SECTION 2(g) entitled, "Leasing of Units." Said new addition, to be added on Page 6 of the Declaration, as recorded at Delaware County Records, Volume 601, Page 1529 et seq., is as follows:

(g) Leasing of Units. No Unit shall be leased, let or rented, whether for monetary compensation or not, by a Unit Owner(s) to others for business, speculative, investment or any other purpose. The intent of this restriction is to create a community of resident Unit Owners, subject to the following:

(1) This restriction does not apply to: (a) Units that are occupied by the parent(s) or child(ren) of the Unit Owner(s); or, (b) any Unit Owner(s) leasing or renting his/her Unit at the time of recording of this amendment with the Delaware County Recorder's Office, and who has registered his/her Unit as being leased with the Association within ninety (90) days of the recording of this amendment, said Unit

Owner(s) shall continue to enjoy the privilege of leasing that Unit until the title to said Unit is transferred to a subsequent Unit Owner(s).

(2) To meet a special situation and to avoid an undue hardship or practical difficulty, each Unit Owner(s) has the right to lease his/her Unit, provided the Unit Owner(s) gives prior written notice to the Board, to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

(3) In no event shall a Unit be rented or leased by the Unit 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 Unit, in whole or in part, is also prohibited.

(4) Any land contract for the sale of a Unit must be recorded with the Delaware County Recorder's Office and a recorded copy of the land contract must be delivered to the Board within 30 days of such recording. Any land contract not recorded is an impermissible lease.

(5) All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, and rules and regulations. The Unit Owner(s) shall relinquish all amenity privileges, but continue to be responsible for all obligations of ownership of his/her Unit and shall be jointly and severally liable with the lessee to the Association for the conduct of the lessee and/or any damage to property. The Unit Owner(s) must deliver a copy of any exempted lease to the Board prior to the beginning of the lease term.

(6) In accordance with Ohio Revised Code Section 5311.19(B), the Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code, to evict a tenant. The action shall be brought by the Association, as the Unit Owner(s)'s agent, in the name of the Unit Owner(s). In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Unit Owner(s) at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, shall be charged to the Unit Owner(s) and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this restriction on the leasing of Units. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

AMENDMENT C

INSERT a new BYLAWS ARTICLE IV, SECTION 15 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 7 of the Bylaws, attached to and made a part of the Declaration, as recorded at Delaware County Records, Volume 601, Page 1529 et seq., is as follows:

Section 15. Indemnification of Board Members and Officers.
The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a

party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

(a) Advance of Expenses. The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

(b) Indemnification Not Exclusive; Insurance. The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any Person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any Person who is or was a Board member or officer of the Association against any liability asserted against him/her or incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

(c) Board Member and Officers Liability. The Board members and officers of the Association shall not be personally liable

to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws and/or as a Unit Owner.

(d) Cost of Indemnification. Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Unit Owner's pro rata share bears to the total percentage interest of all the Unit Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Bylaws shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Unit Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

IN WITNESS WHEREOF, the said The Village at Murphy's Crossing
Condominium Association has caused the execution of this instrument this
25 day of February, 2011.

THE VILLAGE AT MURPHY'S CROSSING CONDOMINIUM ASSOCIATION

By: *Tom Hilty, President*
TOM HILTY, its President

By: *Marie E. Monaghan*
MARIE E. MONAGHAN, its Member At Large
(Print Name)

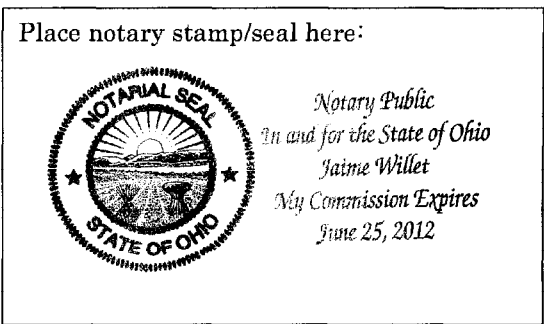
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STATE OF OHIO)
COUNTY OF Franklin) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named The Village at Murphy's Crossing Condominium Association, by its President and its Member At Large, who acknowledged that they did sign the foregoing instrument, on Page 9 of 11, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Worthington, Ohio, this 25 day of February, 2011.

Jaime Willet
NOTARY PUBLIC



This instrument prepared by:
KAMAN & CUSIMANO, LLC, Attorneys at Law
OfficePointe at Polaris
470 Olde Worthington Road, Suite 460
Columbus, Ohio 43082
(614) 882-3100

EXHIBIT A

CERTIFICATION OF PRESIDENT AND ITS MEMBER AT LARGE

The undersigned, being the duly elected and qualified President and Member At Large of The Village at Murphy's Crossing Condominium Association, hereby certify that the Association received the signed, written consents of Unit Owners representing not less than 75% of the Association's voting power in favor of the Amendments to the Declaration in accordance with the provisions of Declaration Article XVII, Section 4 and caused such signed, written consents to be filed with the corporate records for The Village at Murphy's Crossing Condominium Association.

TOM HILTY, President
TOM HILTY, President

Maie E. Money Penny
MAIE E. MONEY PENNY, its Member At Large
(Print Name)


STATE OF OHIO)
COUNTY OF Franklin) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named TOM HILTY and *Maie Money Penny* who acknowledges that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal in Washington, Ohio, this 25 day of February, 2011.

Jaime Willet
NOTARY PUBLIC

Place notary stamp/seal here:



Notary Public
In and for the State of Ohio
Jaime Willet
My Commission Expires
June 25, 2012