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Eric C Sears

Greene County Recorder

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Pages 8

AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

RONA VILLAGE OF BEAVERCREEK SUBDIVISION

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RONA VILLAGE OF BEAVERCREEK SUBDIVISION RECORDED AT VOLUME 7, PAGE 147 ET SEQ. OF THE GREENE COUNTY RECORDS.

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
RONA VILLAGE OF BEAVERCREEK SUBDIVISION

RECITALS

A. The Declaration of Covenants, Conditions, and Restrictions for Rona Village of Beaver Creek Subdivision (the "Declaration") was recorded at Greene County Records, Volume 7, Page 147 et seq.

B. The Rona Village of Beaver Creek Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Rona Village of Beaver Creek HOA and as such is the representative of all Owners.

C. Declaration Article XII, Section 3, as amended authorizes amendments to the Declaration.

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

E. As of July 18, 2019, Owners representing 75 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 the Amendment and authorizing the Association's officers to execute the Amendment on their behalf.

F. The Association has complied with the proceedings necessary to amend the Declaration, as required by the Declaration, in all material respects.

AMENDMENT

The Declaration of Covenants, Conditions, and Restrictions for Rona Village of Beaver Creek Subdivision is amended by the following:

INSERT a new DECLARATION ARTICLE II, SECTION 2 entitled, "Water Meters." Said new addition, to be added to the Declaration, as recorded at Greene County Records, Volume 7, Page 147 et seq., is as follows:

Section 2. Water Meters. The Association, through the Board, has the right, power, and authority to install equipment for and/or within each Lot for measuring the usage and consumption of water by each Lot and assessing each Lot based on such consumption. The intent of this Article XII, Section 9 is to provide for a more equitable allocation of costs associated with the consumption of water by and among the Owners.

(a) Installation. The Association, through the Board, has the right to purchase and install the equipment needed to measure the usage/consumption of water and sewer within each Lot, including any perimeter or interior wall of the Lot dwelling, without further approval or consent of the Owners. Such equipment may include, without limitation, electronic water usage measurement equipment, an electronic transmitter, and any and all other necessary attachments and appurtenances (referred to as the "Measuring Device"). The Association's right to install the Measuring Device will include the right to enter each Lot to install the Measuring Device on at least 48 hours written notice to the Owner.

(b) Maintenance. The Measuring Device will be a part of the Lot. Each Owner is responsible for the maintenance, repair, and replacement of the Measuring Device. Each Owner is responsible for the act or negligence of any occupant, invitee, licensee, or guest of such Owner's Lot attempting to disconnect or otherwise alter the Measuring Device.

(c) Billing. A master water meter or meters services the Property. The Association is responsible for the payment of these bill(s) pertaining to the water meters and sewer services. Each Owner is responsible for and must pay for the water used by the Lot; including the cost of such water usage, sewer usage applicable to water use, or other charges including meter reading and administrative costs. All of these charges are an individual Lot expense, not a Common Expense. The Association, either directly or through a sub-meter reading company retained by the Association, will assess each Owner for such water and sewer usage and consumption no more than once a month as a Special Individual Lot Assessment pursuant to Declaration Article V. Any such assessment not paid within 10 days of the date due will be considered delinquent and subject to collection action as provided for in the Declaration, Bylaws, and Association's policies and procedures.

INSERT a new PARAGRAPH to the end of DECLARATION ARTICLE V, SECTION 2. Said new addition, to be added to the Declaration, as recorded at Greene County Records, Volume 7, Page 147 et seq., and as amended at Volume 2770, Page 446 et seq., is as follows:

Special Individual Lot Assessments are those Assessments that the Board may levied against an individual Lot or Lots, and the Lot Owners thereof, to reimburse the Association for those costs incurred in connection with that Lot or Lots properly chargeable by the terms of the Declaration or Bylaws to that Lot, including enforcement assessments, the cost of making repairs that are the responsibility of the Owner, to cost to reimburse the Association for that Lot's share of any utility costs or utility costs that are directly chargeable to the Lot, (including water and sewer service), returned check charges, and costs of collections and enforcement (including court costs and attorneys' fees). Each Special Individual Lot Assessment becomes due and payable on such date the Board determines, and gives written notice to the Owner(s) subject to the Assessment.

INSERT a new SUBPARAGRAPH (c) to the end of DECLARATION ARTICLE VIII, SECTION 2(a)(ii)(i). Said new addition, to be added to the Declaration, as recorded at Greene County Records, Volume 7, Page 147 et seq., and as amended at Instrument No. 2018000787, is as follows:

(c) The owner is responsible for maintenance, repair, and replacement of the equipment, referred to as the "Measuring Device," and any and all other necessary attachments and appurtenances installed for the exclusive use of the Lot and located within the bounds of the Lot for measuring the usage and consumption of water.

Any conflict between the above provision and any other provisions of the Declaration and Bylaws will be interpreted in favor of this Amendment permitting the Association to install a water measuring device within each Lot dwelling, assess each Owner for their individual water usage and consumption, modifies the definition of a Lot to include equipment used to measure the usage and consumption of water. 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 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.

The Rona Village of Beavercreek Homeowners Association, Inc. has caused the execution of this instrument this 27th day of AUGUST, 2019.

RONA VILLAGE OF BEAVERCREEK HOMEOWNERS ASSOCIATION, INC.

By: Chris Bailey
Christopher Bailey, President

By: Molly Panyard
Molly Panyard, Treasurer

STATE OF OHIO)
COUNTY OF Greene) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Rona Village of Beavercreek Homeowners Association, Inc., by its President and its Secretary, who acknowledged that 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 27th day of August, 2019.

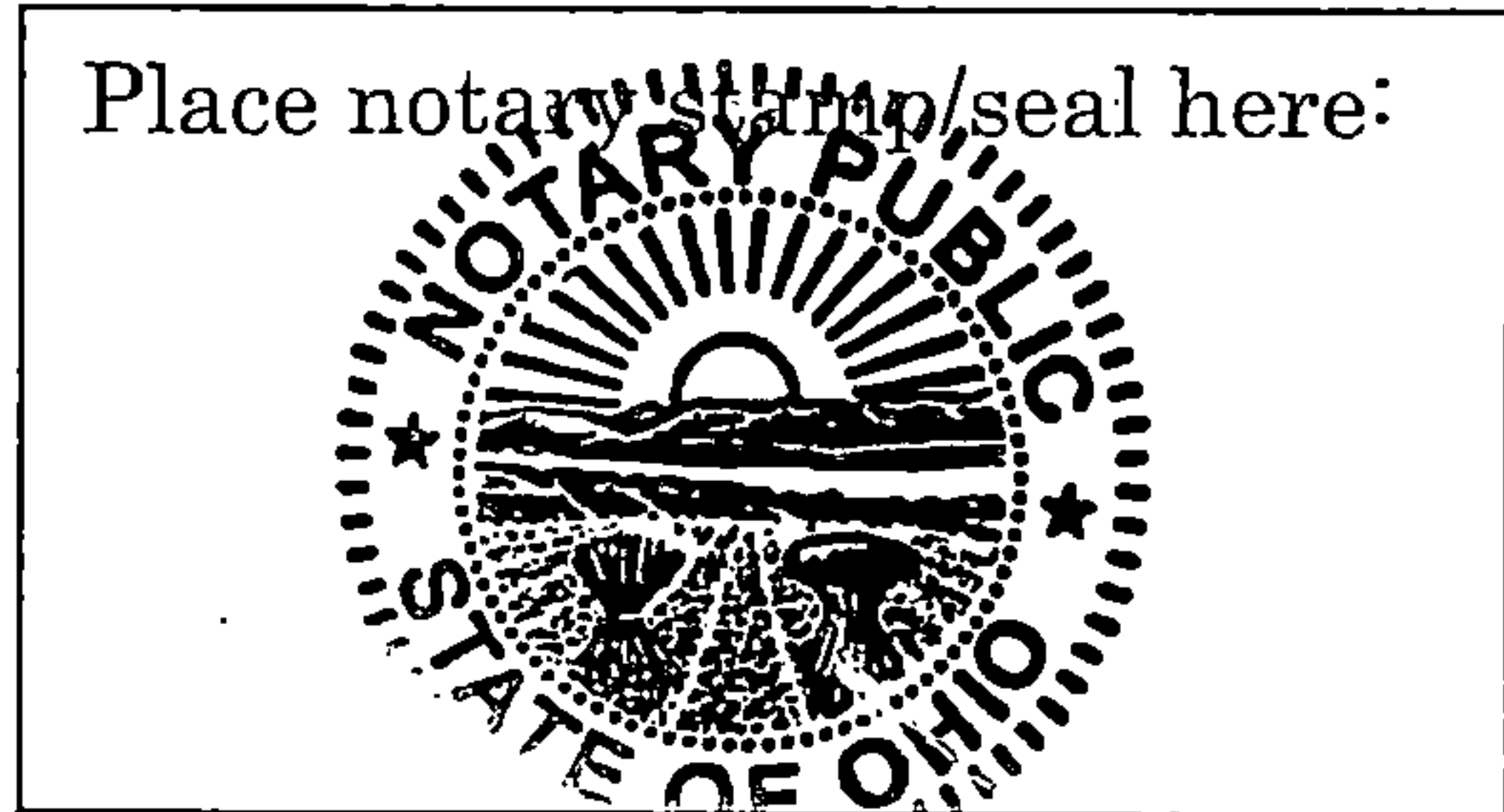
Kimberly M. Edwards

NOTARY PUBLIC

KIMBERLY M. EDWARDS, Notary Public
In and For the State of Ohio
My Commission Expires: Dec. 8, 2022

This instrument prepared by:
KAMAN & CUSIMANO, LLC,
Attorneys at Law
11311 Cornell Park Drive, Suite 220
Cincinnati, Ohio 45242
(513) 878-1771
ohiohoalaw.com

Place notary stamp/seal here:



RONA VILLAGE OF BEAVERCREEK HOMEOWNERS ASSOCIATION, INC.

LEGAL DESCRIPTION

Section One: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 1, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1406, 1408, 1410, 1412, 1414, and 1416, Rona Village Beavercreek, Section One, as recorded in Plat Book 13, Page 114 et seq., now known as Plat Cabinet 33, Page 221A et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191002700	1	B42000500191003200	1402
B42000500191002800	1394	B42000500191004400	1403
B42000500191004000	1395	B42000500191003300	1404
B42000500191002900	1396	B42000500191003400	1406
B42000500191004100	1397	B42000500191003500	1408
B42000500191003000	1398	B42000500191003600	1410
B42000500191004200	1399	B42000500191003700	1412
B42000500191003100	1400	B42000500191003800	1414
B42000500191004300	1401	B42000500191003900	1416

Section Two: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 2, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, Rona Village Beavercreek, Section Two, as recorded in Plat Book 13, Page 149 et seq., now known as Plat Cabinet 33, Page 238B et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191004500	2	B42000500191005900	1430
B42000500191004600	1417	B42000500191006000	1431
B42000500191004700	1418	B42000500191006100	1432
B42000500191004800	1419	B42000500191006200	1433
B42000500191004900	1420	B42000500191006300	1434
B42000500191005000	1421	B42000500191006400	1435
B42000500191005100	1422	B42000500191006500	1436
B42000500191005200	1423	B42000500191006600	1437
B42000500191005300	1424	B42000500191006700	1438
B42000500191005400	1425	B42000500191006800	1439
B42000500191005500	1426	B42000500191006900	1440
B42000500191005600	1427	B42000500191007000	1441
B42000500191005700	1428	B42000500191007100	1442
B42000500191005800	1429	B42000500191007200	1443

Section Three: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 3, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, and 1454, Rona Village Beavercreek, Section Three, as recorded in Plat Book 14, Page 76 et seq., now known as Plat Cabinet 33, Page 277A et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191007300	3	B42000500191007900	1449
B42000500191007400	1444	B42000500191008000	1450
B42000500191007500	1445	B42000500191008100	1451
B42000500191007600	1446	B42000500191008200	1452
B42000500191007700	1447	B42000500191008300	1453
B42000500191007800	1448	B42000500191008400	1454

Section Four: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 4, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, and 1468, Rona Village Beavercreek, Section Four, as recorded in Plat Book 14, Page 104 et seq., now known as Plat Cabinet 33, Page 291A et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191008500	4	B42000500191009300	1462
B42000500191008600	1455	B42000500191009400	1463
B42000500191008700	1456	B42000500191009500	1464
B42000500191008800	1457	B42000500191009600	1465
B42000500191008900	1458	B42000500191009700	1466
B42000500191009000	1459	B42000500191009800	1467
B42000500191009100	1460	B42000500191009900	1468
B42000500191009200	1461		

Section Five: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 5, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, and 1487, Rona Village Beavercreek, Section Five, as recorded in Plat Book 15, Page 23 et seq., now known as Plat Cabinet 33, Page 312A et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191010000	5	B42000500191011000	1478
B42000500191010100	1469	B42000500191011100	1479
B42000500191010200	1470	B42000500191011200	1480

B42000500191010300	1471	B42000500191011300	1481
B42000500191010400	1472	B42000500191011400	1482
B42000500191010500	1473	B42000500191011500	1483
B42000500191010600	1474	B42000500191011600	1484
B42000500191010700	1475	B42000500191011700	1485
B42000500191010800	1476	B42000500191011800	1486
B42000500191010900	1477	B42000500191011900	1487

Section Six: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 6, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, and 1498, Rona Village Beavercreek, Section Six, as recorded in Plat Book 16, Page 64 et seq., now known as Plat Cabinet 33, Page 402A et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191012000	6	B42000500191012600	1493
B42000500191012100	1488	B42000500191012700	1494
B42000500191012200	1489	B42000500191012800	1495
B42000500191012300	1490	B42000500191012900	1496
B42000500191012400	1491	B42000500191013000	1497

Section Seven: Situated in the County of Greene, in the State of Ohio and City of Beavercreek and being Lots Numbered 7, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, and 1509, Rona Village Beavercreek, Section Seven, as recorded in Plat Book 17, Page 36 et seq., now known as Plat Cabinet 33, Page 455A et seq., of the Plat Records of Greene County, Ohio.

<u>PPN</u>	<u>LOT</u>	<u>PPN</u>	<u>LOT</u>
B42000500191013200	7	B42000500191013800	1504
B42000500191013300	1499	B42000500191013900	1505
B42000500191013400	1500	B42000500191014000	1506
B42000500191013500	1501	B42000500191014100	1507
B42000500191013600	1502	B42000500191014200	1508
B42000500191013700	1503	B42000500191014300	1509