

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF THE COURTYARDS AT NEW SEASONS
SUBDIVISION.**

Declarant, New Seasons JV, LLC, hereby enters into this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for The Courtyards at New Seasons Subdivision dated JUNE 6, 2022 (the "Amendment").

RECITALS

A. Declarant created and filed that certain Declaration of Covenants, Conditions, Easements and Restrictions of The Courtyards at New Seasons Subdivision into the Summit County real estate records on April 2, 2021, referenced as Instrument Number 56628258 (the "Declaration"), ~~with respect to certain premises (the "Premises") set forth on Exhibit "A".~~

B. The Declaration allows the Declarant to amend the Declaration.

C. Capitalized terms used but not defined herein have the same meaning ascribed to such terms in the Declaration.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in the Declaration, Declarant does hereby amend the Declaration as follows:

1. **Recitals.** The recital clauses hereinabove set forth are hereby incorporated by reference as though set forth verbatim and at length herein.

2. **Adding of Courtyard Easement as Section 3.3.1.** Declarant hereby adds the following as Section 3.3.1 of the Declaration:

Section 3.3.1-Courtyard Easements. Excepting only Sublots 13, 14, 15, 17, 20, 21, 22, 29, 34, 35, 36 and 37, each other SubLot (each a "Burdened Lot") in The Courtyards at New Seasons Subdivision is hereby

made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately contiguous Courtyard Lot ("Contiguous Courtyard Lot") which has a part of that Contiguous Courtyard Lot's courtyard located on the Burdened Courtyard Lot. The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, as well as the fencing enclosing the courtyard, located on a portion of the Burdened Courtyard Lot. For any improvements made in Courtyard Easement area, the Sublot owner making the improvements is responsible for all maintenance, repair, replacement, removal, upkeep and other items associated with the same and the Association has no responsibility for the same. The Courtyard Easement area is limited to an area bounded generally by the sides of the Dwelling constructed on the Burdened Courtyard Lot, if any are permitted, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the Dwelling on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the courtyard fencing constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling or any improvements on the Burdened Courtyard Lot. In the event of an emergency, the Burdened Courtyard Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Burdened Courtyard Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot no less than 24 hours advance notice prior to entering the adjacent Courtyard Easement.

DOC # 56745124



3. Adding of City of Green Additional Property Rights as Section 3.12.1.

Declarant hereby adds the following as Section 3.12.1 of the Declaration:

Section 3.12.1. The Declarant/Association shall provide to the City of Green additional right of way up to a maximum of 10 feet along Wise Road as needed by the City of Green for roadway expansion or pedestrian purposes. Said land shall be taken from the existing open spaces within the Association along Wise Road. If the City requests the additional property referenced above for those intended purposes, the City of Green will not be required to pay any purchase price for said property. Additionally, the City of Green at the time of such transfer will agree that the transfer of the requested property will not negatively affect/impact the open space or other requirements applicable to the Association and/or the Property, including but not limited to zoning, setbacks, etc.

4. Amendment to Section 7.15-Swimming Pool and Hot Tub Restrictions.

Section 7.15 is hereby amended, superseded and replaced by the following:

Section 7.15 – Swimming Pool and Hot Tub Restrictions. No swimming pools, above or below ground, are permitted on the Property. Hot tubs may be permitted by the Design Review Committee, and if so approved, must be located directly behind the rear elevation of a Dwelling Unit, on a deck or patio immediately adjacent to the Dwelling Unit. Each Owner of a hot tub must maintain the filtration and other systems in proper working order, and in no case shall any hot tub be drained onto any portion of the Property other than the property of the hot tub Owner. Any approved hot tub must be kept in a clean and sanitary condition at all times and must have covers that shall be fastened and key locked when unattended and/or not in use. Hot tubs must have the prior approval of the Design Review Committee and all applications for approval must include the type, specifications, representative pictures of the Hot Tub, including but not limited to, all aesthetic elements, show the location the hot tub will be installed, utilized and maintained and such other information as the Design Review Committee may request.

5. Binding Effect; Conflicts; Governing Law; Captions. Except as modified hereby, the Declaration shall remain in full effect. If any inconsistency exists or arises between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall prevail. This Amendment shall be governed by and construed in accordance with the laws of the state in which the Premises are located. The captions and headings used throughout this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.

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6/07/2022 3:18 PM Recording Fee:
Krister, M. Scalise, CPA, CFE, Summit County Fiscal Officer \$ 54.00
DOC # 56745124

IN WITNESS WHEREOF, New Seasons JV, LLC, the Declarant, has entered into this First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of The Courtyards at New Seasons Subdivision. this 7th day of JUNE, 2022.

NEW SEASONS JV, LLC

Katie Langanese
By: KATIE LANGANESE
Its: MANAGER

THIS INSTRUMENT PREPARED BY:

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STATE OF OHIO)

)ss:

COUNTY OF SUMMIT)

M Before me, a Notary Public in and for said County and State, personally appeared Katie Langanese, known to me to be the Manager of New Seasons JV, LLC, the limited liability company which executed the foregoing instrument, and acknowledged to me that she did sign said instrument in the name and on behalf of said limited liability company as its Manager, having been duly authorized by its Members, and that the same is A free act and deed as such Manager of said limited liability company.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal this 7th day of June 2022.

Nathaniel Krohn
Notary Public, State of Ohio
My commission expires: 5/4/23



NATALIE A. RATHBUN
Notary Public, State of Ohio
My Commission Expires 09-04-2023

