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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE TOWNHOMES AT FIRST AND MAIN, HUDSON, OHIO

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE TOWNHOMES AT FIRST AND MAIN, HUDSON, OHIO (the "First Amendment") made this 8th day of August, 2005 by HUDSON VILLAGE RESIDENTIAL COMPANY, LLC, an Ohio limited liability company (the "Developer").

PREAMBLE

A. On July 14, 2005, Developer caused a document entitled "Declaration of Covenants, Conditions, Easements and Restrictions of The Townhomes at First and Main, Hudson, Ohio" (the "Declaration") to be filed for record as Reception No. 55208719 of Summit County Records for a residential community known as The Townhomes at First and Main (the "Property"). The Property is described in Exhibit "A" of the Declaration. (Unless otherwise defined herein, the capitalized terms herein shall have the same meanings as defined in the Declaration.)

Also, on July 14, 2005 Developer caused a document entitled "Code of Regulations of The Townhomes at First and Main Homeowners' Association, Inc.," an Ohio non-profit corporation (the "Code") to be filed for record as Reception No. 55208720 of Summit County Records.

B. The subdivision plat (the "Plat") for The Townhomes at First and Main creating Sublot Nos. 1 through 12 and Block "A" (the "Common Area") was recorded as Reception No. 55063194 of Summit County Records.

C. Section 16.12(b)(5) of the Declaration authorizes the Developer to amend the Declaration to bring any provision into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation. In addition, as of the date of this First Amendment, the Developer is the Owner of all of the Property and, as such, has the authority to unilaterally amend the Declaration so long as such amendment does not amend the "Requirements of the City" as set forth in Article XVII of the Declaration. The First Amendment does not amend Article XVII of the Declaration.

D. Both Section 3781.02 of the Ohio Revised Code and Section 704.1 of the Ohio Building Code, provide that if property adjoining the buildings or other structures is dedicated or deeded so as to preclude the erection of any building or structure or part thereof on the widths and areas prescribed by the Ohio Board of Building Standards during the existence of such buildings or structures, such restricted area will be used to calculate the widths and areas

CHICAGO TITLE INSURANCE CO.
ORDER NO. 25430185 LC

prescribed by the Ohio Revised Code or by the rules and regulations of the Board of Building Standards as "unoccupied space on adjoining property."

F. The Developer desires to amend the Declaration in order to comply with the Ohio Revised Code and Ohio Building Code provisions referred to above.

NOW, THEREFORE, the Developer hereby amends and supplements the Declaration as follows:

- 1. The Preamble is incorporated in and made a part hereof of this First Amendment.
- 2. Article IV of the Declaration is hereby supplemented by the following Section:

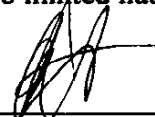
"Section 4.3 – Restriction on Block "A" (Common Area) as shown on the Plat

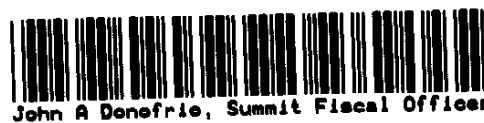
Pursuant to Ohio Revised Code Section 3781.02 and Section 704.1 of the Ohio Building Code, in order to meet the fire separation distances prescribed by the Ohio Board of Building Standards, no building or other structure or part thereof shall be erected within the area shown as Block "A" (Common Area) so long as the Townhomes or other structures exist on the Property."

3. Except as amended and supplemented herein, all of the covenants, conditions, easements and restrictions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Hudson Village Residential Company, LLC has signed this First Amendment this 8 day of August, 2005.

HUDSON VILLAGE RESIDENTIAL COMPANY,
LLC, an Ohio limited liability company

By: 
Adam/Fishman, its Vice President

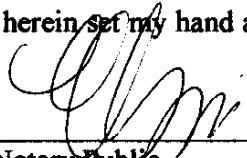


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STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named HUDSON VILLAGE RESIDENTIAL COMPANY, LLC, an Ohio limited liability company, by Adam Fishman, its Vice President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said limited liability company.


IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 8th day of August, 2005.



Notary Public
My Commission Expires 4-2-08

This Instrument Prepared By:
Richard A. Rosner, Attorney at Law
Kahn Kleinman LPA
1301 East Ninth Street, Suite 2600
Cleveland, Ohio 44114-1824
(216) 696-3311

ELIZA D. MELITZ
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES 04-02-08


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John A Donofrio, Summit Fiscal Officer

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS OF

THE TOWNHOMES AT FIRST AND MAIN,

HUDSON, OHIO

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE TOWNHOMES AT FIRST AND MAIN, HUDSON, OHIO ("Subsequent Amendment") made as of the 26th day of September, 2006, by HUDSON VILLAGE RESIDENTIAL COMPANY, LLC, an Ohio limited liability company, hereinafter referred to as "Developer".

PREAMBLE

WHEREAS, on July 14, 2005, Developer filed for record the "*Declaration of Covenants, Conditions, Easements and Restrictions of The Townhomes at First and Main, Hudson, Ohio*" (the "**Declaration**") which recorded as Reception No. 55208719 with the Summit County Recorder for "Property" known as The Townhomes at First and Main, with open spaces and other common areas, said Property being described in Exhibit "A" of the Declaration and being further known as Sublot Nos. 1 through 12, inclusive, and all of Block "A" (Common Area) as shown on the Subdivision Plat of The Townhomes at First and Main as recorded in Reception No. 55187317 of Plats in the Summit County Recorder's Office. Unless otherwise defined herein, the terms capitalized herein shall have the same meaning as defined in the Declaration and the Code.

WHEREAS, on August 15, 2005, Developer filed for record the "*First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of The Townhomes at First and Main, Hudson, Ohio*" which recorded as Reception No. 55221487 with the Summit County Recorder which amended the Declaration to bring the Declaration into compliance with the provisions of Section 3781.02 of the Ohio Revised Code and Section 704.1 of the Ohio Building Code.

WHEREAS, pursuant to Section 16.12(a) of Article XVI of the Declaration, Developer, being an Owner of a fee simple interest in said Property, desires to amend Section 7.5 of Article VII of the Declaration as provided herein as, in its judgment, the purposes of the general plan of the development of the Townhomes will be better served by such modification, and such modification shall not materially and adversely affect the value of the existing Townhomes and shall not prevent a Townhome from being used by the owner in the same manner that said Townhome was used prior to the adoption of this Amendment.

NOW, THEREFORE, pursuant to 16.12(a) of Article XVI of the Declaration, the undersigned, hereby declares that the Declaration be and hereby is amended as follows:

1. The Preamble is incorporated in and made a part of this Subsequent Amendment.

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CHICAGO TITLE INSURANCE CO.

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 John A Donafrio, Summit Fiscal Officer

CHICAGO TITLE INSURANCE COMPANY BOX

2. The following language is hereby added to Section 7.5 of Article VII of the Declaration after the sentence: "No more than two (2) cats, dogs, or combination thereof shall be kept in any one Townhome.":

"Notwithstanding the foregoing, if at the time a perspective Owner enters into an agreement with the Developer for the purchase of a Townhome, such Owner owns three (3) or more cats, dogs or a combination thereof, such Owner shall initially be allowed to keep no more than three (3) cats, dogs or a combination thereof in the Townhome (such previously owned dogs, cats or a combination thereof being herein referred to as the "Grandfathered Animals"); provided, however, upon the death or other permanent departure from the Townhome of any one (1) of the Grandfathered Animals, no more than two (2) cats, dogs or a combination thereof shall be kept in any one Townhome."

3. Except as amended herein, all covenants, conditions, easements and restrictions of the Declaration shall remain in full force and effect.

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John A Donofrio, Summit Fiscal Officer

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,

EASEMENTS AND RESTRICTIONS OF

THE TOWNHOMES OF FIRST AND MAIN,

HUDSON, OHIO

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF THE TOWNHOMES AT FIRST AND MAIN, HUDSON, OHIO ("Subsequent Amendment") made as of the 26th day of OCTOBER, 2013 by The Townhomes At First and Main Homeowners' Association (the "Association").

PREAMBLE

WHEREAS, on July 14, 2005 the Developer filed for record the "Declaration of Covenants, Easements and Restrictions of The Townhomes at First and Main, Hudson, Ohio" (the "Declaration") recorded as Reception No. 55208719 with the Fiscal Officer of Summit County, Ohio.

WHEREAS, on August 15, 2005, Developer filed for record the "First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of The Townhomes at First and Main, Hudson, Ohio" recorded as Reception No. 55221487 with the Fiscal Officer of Summit County, Ohio.

Whereas, pursuant to Article XVI, Section 16.12(d), the Members of the Association ("Members"), the period set forth in Section 16.12(a) of Article XVI having expired, by an affirmative vote of a majority of the Members following a meeting of the Members held for such purposes on the 26th day of OCTOBER 2013, said meeting held upon written notice given each Member at least ten (10) days in advance of said meeting, adopted and choose to amend the following Sections of the Declaration as, in the judgment of a majority of the Members, will better serve the Association and the Owners, and such amendments will not materially or adversely affect the value of the existing Townhomes or the Property, and shall not prevent a Townhome from being used by its owner in the same manner that said Townhome was used prior to the adoption of this Amendment.

NOW, THEREFORE, pursuant to Article XVI, Section 16.12(d) the undersigned, hereby declares that the Declaration be and hereby is amended as follows:

1. The Preamble is incorporated in and made a part of this Third Amendment.



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Kristen Scalise, Summit Co Fiscal Office

2. Article VI, Section 6.1(c) is amended by deletion of the phrase "and to maintain exterior patios adjacent to the Townhomes, and retain the remainder of the existing language.

3. Article VI, Section 6.1(d) is amended to read: "To remove snow *accumulation of three (3) or more inches* from the Association Drives, driveways that run from the Association Drive to individual garages, Association Sidewalks, and sidewalks with public rights-of-way within the Property."

4. Article VI, Section 6.5(a)(6) is amended to read: "Townhome Owner Insurance. Each Owner *shall*, at his or her own expense, obtain insurance covering the improvements, betterments and contents of his or her Townhome, the foregoing including, but not limited to, interior non-loadbearing partitions, floor and wall coverings, furniture, fixtures and plaster, plasterboard (drywall), cabinetry, sinks, dishwashers, disposals, toilets and other plumbing fixtures, lights and other electrical fixtures, and other improvements and betterments in the Townhome, and any personal property which Owner stores elsewhere on the Property, and each Owner *shall*, at his or her own expense, obtain public liability insurance, *naming the Association as an additional insured, in the minimum amount of one million dollars (\$1,000,000.00) per claim* for personal injuries or damage arising out of the use and occupancy of his or her Townhome, but such casualty insurance shall provide that it shall be without contribution as against the Casualty Policy purchased by the Association or shall be written by the carrier of such Casualty Policy and shall contain the same waiver of subrogation as that referred to in subsection 6.5(a)(2) above. *Each Owner shall provide a certificate of said insurance to the Association semi-annually. Upon the failure of any Owner to obtain or maintain the foregoing insurance, the Association may purchase the same or comparable coverage at the expense of said Owner.*"

5. Article VII, Section 7.1(a) is amended to read: "Each Owner shall have the duty to maintain the interior of his or her Townhome in good condition and repair and shall keep the exterior, *including windows*, and interior of such Townhome and the adjacent Common Areas, *patio, porches and adjacent areas and improvements* free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests; *No Owner or Occupant shall use or permit to be used any gas, charcoal or other open flame grill or any device utilizing an open flame on any porch, or within ten (10) feet of any overhead structure, in accordance with the Fire Code of the City of Hudson; and*"

6. Article VII, Section 7.1(b) is amended by insertion of the following language at the end of said Section: "*Each Owner of said Townhouse shall provide the Association with an annual proof of inspection of the System.*"

7. Article VII, Section 7.4 is amended to read as follows: "No noxious, *illegal*, or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Townhomes situated

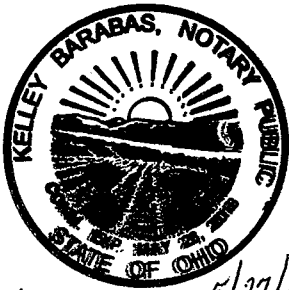


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thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is "reasonable" and what is "unreasonable" under this Section."

8. The second sentence of Article VII, Section 7.7 is amended to read: "If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open *no earlier than 6:00 p.m. on the day before* any day that a pick-up is to be made, thereby providing access to persons making such pick-up."

IN WITNESS WHEREOF, William K. Cordier, The Townhomes At First and Main Homeowners' Association has signed this Third Amendment this 5 day of November, 2013.



*Kelley Barabas 5/27/18
Notarize for
William K. Cordier*

The Townhomes At First and Main Homeowners' Association:

By: [Signature]
President

And

By: William K. Cordier
(Other Officer)

11/5/13

STATE OF OHIO }
 }SS.
COUNTY OF SUMMIT }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named The Townhomes At First and Main Homeowners' Association, and Ohio not-for-profit Corporation, by William K. Cordier its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 11 day of November, 2013.

[Signature]
Notary Public
My Commission Expires

STATE OF OHIO }
 }SS.
COUNTY OF SUMMIT }

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named The Townhomes At First and Main Homeowners' Association, and Ohio not-for-profit Corporation, by S.B. Keller, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer, and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this 11th day of November, 2013.

M. Kathleen Jones
Notary Public
My Commission Expires

M. Kathleen Jones
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 08/11/2018



[Signature]
This Instrument Prepared by
Mark B. Weisman, Attorney at Law
PO Box 1165, Hudson, OH 44326
(330) 342-0056



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Kristen Scalise, Summit Co Fiscal Office

Section 7.20 - Sale, Leasing or Other Alienation of Townhomes

(a) Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Townhome, and an Owner shall be able to transfer his Townhome freely by sale, gift, devise, lease or otherwise without restriction except as provided in subsection (b) below.

(b) Owner's Right to Lease Townhome. An Owner shall have the right to lease all (but not less than all) of his Townhome upon such terms and conditions as the Owner may deem advisable, except that no Townhome shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Townhome for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Townhome

shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Code and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be in default under the lease or sublease; (2) that the Association shall have the right to require the Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules. The limitations with respect to the leasing of Townhomes shall not apply to the Developer or a first mortgagee of a Townhome.

(c) Names of Owners and Occupants of Townhomes . To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of Townhomes, each Owner agrees to notify the Association in writing, within five (5) days before such Owner's Townhome will be transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Townhome a copy of this Declaration, the Code, the Rules and other relevant documents.