

LINDA ODA
WARREN COUNTY RECORDER

2022-026799

DECLARATION
08/22/2022 10:25:03 AM
REC FEE: 90.00 PGS: 9
PIN:

TRANSFER NOT NECESSARY

Aug 22, 2022

MATT NOLAN, Auditor
WARREN COUNTY, OH by AS

by NV 8/19/22

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
FOR
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

I hereby certify that copies of the within First Amendment, together with attached Exhibits thereto, have been filed in the office of the Auditor, Warren County, Ohio.

Warren County Auditor

By: _____

Dated: _____, 2022

PLAT REFERENCE:

Plat Book 100, Page 30
File No. 2019-031662

Plat Book 105, Pages 83 and 84
File No. 2022-017534

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 40 N. Main Street, 2700 Stratacache Tower, Dayton, Ohio 45423. 1OU5099

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION
FOR
THE TOWNES AT UNION VILLAGE HOMEOWNERS' ASSOCIATION, INC.**

This First Amendment to Supplemental Declaration, hereinafter referred to as the "First Amendment", made on the date hereinafter set forth by CHARLES V. SIMMS DEVELOPMENT CORP., an Ohio corporation, hereinafter referred to as "Declarant".

RECITALS

A. On the 26th day of May, 2021, certain premises hereinafter referred to as "Parcel A", located in Turtlecreek Township, Warren County, Ohio were submitted to the provisions of Chapter 5312 of the Ohio Revised Code for a planned community by filing with the Warren County Recorder, a legal instrument with attached Exhibits, titled, "Declaration of Covenants, Conditions, and Restrictions for The Townes at Union Village Homeowners' Association, Inc.", hereinafter referred to as the "Declaration". Said Declaration was previously filed with the Auditor of Warren County, Ohio.

B. The Declaration was recorded in the Official Records and Plat Records of Warren County, Ohio as follows:

| <u>INSTRUMENT</u> | <u>INSTRUMENT NUMBER</u> | <u>PLAT BOOK</u> |
|-------------------|--------------------------|-------------------|
| Declaration | 2021-024542 | Book 100, Page 30 |

C. The Declarant is the owner of certain real property described in the Declaration, hereinafter referred to as "Property", and has determined to incorporate a portion of the Additional Property, such action being taken during the Development Period under the authority granted by the Declaration.

NOW, THEREFORE, pursuant to Section 11.02 and Article XIII of the Declaration, Declarant herein amends the Declaration as follows:

1. All the terms used herein which are defined within the Declaration shall be interpreted to have the same meaning as defined in the Declaration, unless specifically hereinafter amended.

2. Declarant has acquired a portion of the Additional Property from the Developer as defined in the Master Declaration and is the majority owner of the subject Additional Property, together with all improvements thereon, all easements, rights, appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Owners, and Declarant, in furtherance of the development, has elected to incorporate a portion of the Additional Property into this Declaration so as to increase the number of Lots and Dwelling Units by seven (7) and increasing the total number of Lots and Dwelling Units to twenty-one (21) and expanding the Common Element within the development, all of which is hereby submitted to the provisions of the Declaration and is hereby included and made part of The Townes at Union Village residential development.

3. The Declarant is taking this action during the Development Period.
4. The Declaration is hereby amended in accordance with the provisions of Articles XI and XIII of the Declaration by the following:
- A. Section 1.15 of the Declaration shall be amended to identify the Declarant as Charles V. Simms Development Corp., an Ohio corporation.
- B. The Legal Description attached as Exhibit "A" to the Declaration is hereby amended by adding new lot numbers Thirteen (13)A through Thirteen (13)G, and Thirty-Seven (37)A through Thirty-Seven (37)G as replated by the Record Plan of Phase 1A2, being a Replat of Lots 13 and 37 of Union Village.
- C. The Plat attached as Exhibit "B" to the Declaration is hereby amended by adding thereto and making a part thereof the Plat attached to this First Amendment, as Exhibit "B" and incorporated herein, being the Record Plan of Union Village Phase 1A2, Being a Replat of Lots 13 and 37 of Union Village.
- D. Section 1.13 of the Declaration shall be deleted in its entirety and replaced with the following:
- 1.13 Common Element shall mean that part of the Property which shall be conveyed to and owned by the Association for the common use, enjoyment, and benefit of the Association, CAUV Association and the Master Association, as the case may be, and shall include without limitation any detention or retention areas, any common parking areas and drive aisles, any common walks, any area designated as "green space" or "Common Element", and any amenities, facilities and improvements located in the Common Element, and to the extent applicable any Association Easements, but only to the extent such Common Element is not to be owned by the Master Association or CAUV Association.
- E. Section 4.02 of the Declaration shall be deleted in its entirety and replaced with the following:
- 4.02 Easement for Telephone, Utilities on Common Element and Lots. The Association may hereafter grant temporary or permanent easements or licenses on behalf of Owners to entities for telephone and utility purposes for the benefit of the Common Element and the Property, and also the installation and maintenance of cable television, gas, water, sanitary sewer, storm sewer/drainage, and/or electric utility lines for the benefit of the Property and/or individual Lots. Each Owner grants to the other Owners whose Dwelling Unit is located within the same building, a temporary easement for utility repair of water, gas and electric lines that service another Dwelling Unit, but where all or part of said utility lines may be located within said granting Owner's Dwelling Units or Lot.

F. Section 4.03 of the Declaration shall be deleted in its entirety and replaced with the following:

4.03 Association Easements. There is hereby reserved and the Owner of any Lot hereby grants, conveys and assigns to the Association, its directors, officers, agents and employees, and other Owners, a general right and perpetual easement and right of way over and through his Lot and Dwelling Unit for the purpose of operating, maintaining, repairing and replacing the Common Element, including any amenities, facilities or improvements associated therewith, the entranceway feature, signage, fencing, lighting, lawn and landscaping installed or constructed by the Declarant and/or the Association and for the water service connection and taps from the water main, including the connection and taps to the initial lateral line running parallel to the street so as to provide water service via separate lateral lines to each Dwelling Unit, (but excluding the individual lateral lines exclusive to each Dwelling Unit), for the benefit to the Association on his Lot whether or not within those specifically designated easement areas depicted on any Plat an to perform any maintenance and repair obligations of the Association as required by the Declaration. Per either this Section or Section 4.02 hereof, any damage to the Common Elements, Lot, or Dwelling Unit due to the access granted in said Sections is the responsibility of the Owner or the Association that caused the damage. The party responsible for the damage shall promptly repair the same in a good and workmanlike manner, and if not repairable, such party shall be liable for the value of the damaged property as it existed immediately prior to that damage.

G. Section 5.02(a) of the Declaration shall be deleted in its entirety and replaced with the following:

(a) Maintenance, repair and replacement of those items which have been assigned to the Association in this Declaration, including, but not limited to: the Association's obligations under Section 9.01 hereof, the Association Easements and Common Element areas and improvements and facilities therein and/or thereon, pavement, landscaping, lawns, structural walls, roofs and other common structures, any assigned outdoor parking space provided to an Owner via a license, or if the same is deemed a Limited Common Element on the Plat, any detention/retention facilities on the Property; and for the acquisition of furnishings and equipment for the Common Element.

H. Section 9.01 subsections (a) and (b) shall be deleted in its entirety and replaced with the following:

(a) Unless otherwise provided for herein or by reason of the provisions of the Master Declaration or CAUV Declaration and the administration of a Master Association or CAUV (as the case may be), the Association shall maintain, repair and make all necessary replacements to the Common Element and any improvements thereon, including without limitation, interior drive aisles and parking areas, green space/park, walkways, snow and ice removal, mowing, weeding, and landscaping, concrete and brick pavers, repaving, restriping and exterior lighting, and monument signage. Moreover,

except as otherwise provided herein, the Association shall also be responsible for the maintenance, repair, and replacement of the exterior surface of any building in which a Dwelling Unit is located, including the roof, gutters, downspouts, exterior building surfaces and siding, Association and for the water service connection and taps from the water main, including the connection and taps to the initial lateral line running parallel to the street so as to provide water service via separate lateral lines to each Dwelling Unit, (not the individual lateral lines exclusive to each Dwelling Unit), but excluding any doors, garage doors, windows, door jambs, and door checks, all outdoor parking spaces assigned to a Dwelling Unit whether by license or deemed Limited Common Element, patios, courtyards, decks, and porches, and any ground surface, paving, walls, or lawns, shrub, trees, utility lines and lateral lines for sewer and water to the extent located on or as part of any Lot and exclusively servicing the Dwelling Unit on said Lot, except as otherwise set forth in this Declaration.

(b) An Owner, at its expense, shall maintain, repair and make all necessary replacements to his Dwelling Unit, including interior walls in common with another Dwelling Unit and Lot, except as set forth in Section 9.01(a). The Owner of each Lot shall furnish and be responsible for the following: all maintenance, repairs and replacements of any driveways and driveway aprons, lawns, shrubs, trees, mulch and other landscaping or any other improvements installed on his Lot, including utility lines and lateral lines for sewer and water exclusively serving the Dwelling Unit; and any patios, courtyards, or decks, patio area or deck area, bulb replacement for exterior lighting fixtures to his Lot, glass surfaces, doors, doorways, windows and window frames, driveway and sidewalk including but not limited to repair or replacement and snow removal on those areas. The Owner of each Lot shall furnish and be responsible for, at his expense, all maintenance, repairs, decorating and replacements within his Dwelling Unit, and interior walls, and all utility fixtures, devices or appurtenances exclusively serving a single Lot whether within or without the Dwelling Unit. The Owner shall be responsible for the maintenance, repair and replacement of and any and all other improvements on his Lot unless otherwise provided in this Declaration.

5. Except as specifically herein amended, all of the provisions of the Declaration, the By-Laws and the Plat shall be and hereby are declared to remain in full force and effect, as originally drafted, or as otherwise amended.

This instrument was executed on the 15th day of August, 2022, as evidenced of the below signature and acknowledgment.

DECLARANT:

CHARLES V. SIMMS DEVELOPMENT CORP.,

BY: Charles H. Simms, President
CHARLES H. SIMMS, PRESIDENT

STATE OF OHIO)
COUNTY OF MONTGOMERY) SS:

The foregoing instrument was acknowledged before me this 15 day of August, 2022, by CHARLES H. SIMMS, President of CHARLES V. SIMMS DEVELOPMENT CORP., an Ohio corporation, on behalf of such company.



Tracey M Butt
Notary Public - Ohio
Warren County
My Commission Expires
March 5, 2024
2019-RE-763635

Tracey M. Butt
NOTARY PUBLIC

This instrument prepared by: David H. Montgomery, Esq., Pickrel, Schaeffer & Ebeling Co., L.P.A., 2700 Stratacache Tower, Dayton, Ohio 45423. 1OU5099

**EXHIBIT A
LEGAL DESCRIPTION**

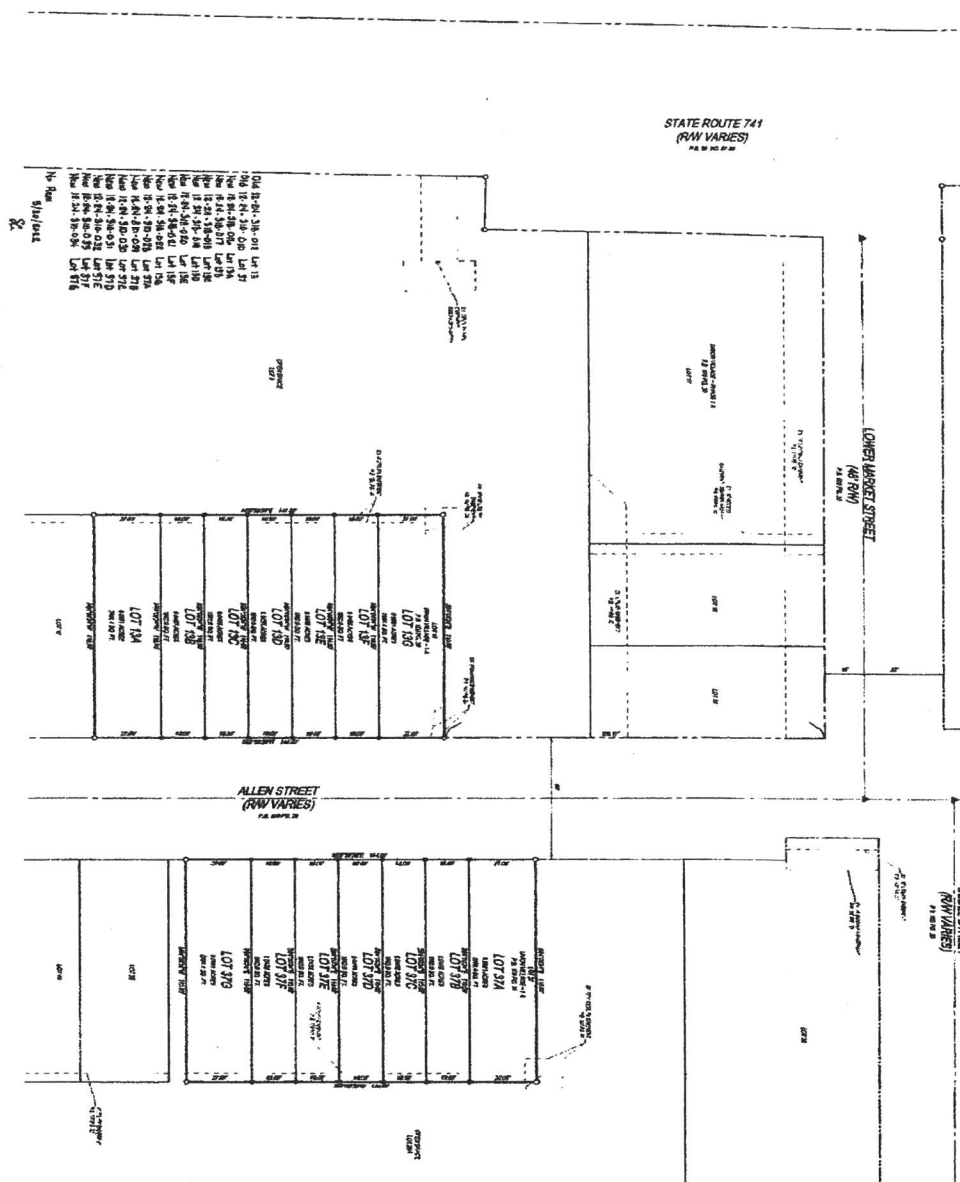
Situated in Section 24, Town 4, Range 3, B.T.M., Turtlecreek Township, Warren County, Ohio and being all of Lots 13A, 13B, 13C, 13D, 13E, 13F and 13G as the same are set forth on that certain plat of Union Village, Phase 1 A2, being a replat of Union Village ~ 1A, as recorded in Plat Book 105, Page 83 and 84, and a File No. 2022-017534, Warren County, Ohio Records.

Auditor's Parcel Numbers:

12-24-318-016 – Lot 13A
12-24-318-017 – Lot 13B
12-24-318-018 – Lot 13C
12-24-318-019 – Lot 13D
12-24-318-020 – Lot 13E
12-24-318-021 – Lot 13F
12-24-318-022 – Lot 13G

NV (All) 8/19/22

May 2022

[illegible]