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First Grantor:	**First Grantee:**
EPCON RIVERSIDE LLC	COURTYARDS ON RIVERSIDE

Fees:		**Instrument Number:** 202207290110293
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CONVEYANCE TAX
EXEMPT
m
MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

TRANSFER
NOT NECESSARY
JUL 28 2022
MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

FIRST SUPPLEMENT AND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR THE COURTYARDS ON RIVERSIDE

CROSS-REFERENCES: Instrument Number 202003130037337
Instrument Number 202110060180538 (Plat Book 131, Pages 85-87)
Instrument Number 202201190012287 (Plat Book 132, Pages 47-49)
Instrument Number 202205170075431 (Plat Book 132, Page 116-118)

This instrument was prepared by Calvin T. Johnson, Jr., Esq., Brosius, Johnson & Griggs, LLC, 1600 Dublin Road, Suite 100, Columbus, Ohio, 43215

FIRST SUPPLEMENT AND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR THE COURTYARDS ON RIVERSIDE

This First Supplement and Amendment to the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards on Riverside is made on or as of this 25th day of July 2022 (the "First Supplement and Amendment") by Epcon Riverside, LLC, an Ohio limited liability company (the "Declarant").

BACKGROUND

A. On or about March 13, 2020, Declarant filed and recorded the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for The Courtyards on Riverside, of record in Instrument Number 202003130037337, Recorder's Office, Franklin County, Ohio (the "Declaration") encumbering Lots 1 through 81, both inclusive, and Reserves B, C, D, E, F, G, H and I as the same are numbered, identified, and delineated on the recorded plat of The Final Plat for The Courtyards on Riverside of record in Plat Book 127, Pages 42-44 (Instrument No. 201911010145696), Recorder's Office, Franklin County, Ohio.

B. On or about October 6, 2021, a portion of the property encumbered by the Declaration was re-platted by the recording of the Re-Plat The Courtyards on Riverside Right-of-Way Dedication & Re-Plat of Lots 60-67, Reserve "A", "B", "F" & "G" of record in Plat Book 131, Pages 85-87 (Instrument No. 202110060180538), Recorder's Office, Franklin County, Ohio.

C. By virtue of the above-referenced Re-Plat, various Lots and reserve areas were combined, delineated, re-designated, and/or eliminated, resulting in Lot 60 becoming Lot 60A, Lot 61 becoming Lot 61A, Lot 62 becoming Lot 62A, Lot 63 becoming Lot 63A, and Lot 64 becoming Lot 64A and each Lot continuing to be encumbered by the Declaration. In addition, Lots 65, 66, and 67 were re-platted and became Reserve "J", resulting in the elimination of Lots 65, 66, and 67.

D. Pursuant to the provisions of Article XI, Section C of the Declaration, until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions of the Declaration at any time and from time to time, without the consent of any Owners. The Turnover Date has not yet occurred. Declarant desires by this amendment to amend the Declaration to address the Re-Plat The Courtyards on Riverside Right-of-Way Dedication & Re-Plat of Lots 60-67, Reserve "A", "B", "F" & "G".

E. On or about January 19, 2022, the Final Plat The Courtyards on Riverside Phase 2 & Replat of Existing Reserve J & K was recorded in Plat Book 132, Pages 47-49 (Instrument No. 202201190012287), Recorder's Office, Franklin County, Ohio creating the Lots and Reserves identified on Exhibit A attached hereto and made a part hereof by this reference.

F. On or about May 17, 2022, a portion of the property described in Exhibit A was re-platted by the recording of the Re-Plat The Courtyards on Riverside Replat of Lots 32 and 136 of record in Plat Book 132, Page 116-118 (Instrument No. 202205170075431), Recorder's Office, Franklin County, Ohio, resulting in Lots 32 and 136, respectively, being reconfigured and redesignated as Lots 32A and 136A, respectively.

G. Pursuant to the provisions of Article I of the Declaration, Declarant reserved the right to annex additional parcels to, and declare them to be, additional phases of The Courtyards on Riverside (the "Community") and subject said additional parcels to the terms and conditions of the Declaration.

H. Pursuant to the provisions of Article XI, Section C of the Declaration, Declarant has the right and power, in its sole and unfettered discretion, to subject additional property to the terms and conditions of the Declaration by an amendment or supplement to the Declaration.

I. Declarant is the owner of all of the property more particularly described in Exhibit A and desires to submit said property to the covenants, easements, conditions, restrictions, assessments, and all other terms and conditions of the Declaration and to annex and declare said property to be part of the Community and to address the replat of Lot 32.

J. Declarant desires to amend the Declaration as set forth herein.

AMENDMENT

NOW THEREFORE, pursuant to the provisions of the Declaration, Declarant hereby declares that:

1. Defined Words and Phrases. Unless otherwise defined herein, capitalized words and phrases herein shall have the meaning assigned to such words and phrases in the Declaration.

2. Additional Property Subjected. The real property described in Exhibit A is hereby annexed to and made part of the Community and subjected to the provisions of the Declaration and shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to the covenants, easements, conditions, restrictions, assessments, and provisions of the Declaration, and all amendments and supplements thereto, shall run with the real property described in Exhibit A and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title, or interest in such property or any part thereof, and their heirs, personal and legal representatives, successors and assigns. Each Lot identified on Exhibit A shall be a "Lot", as the term is defined in the Declaration. Reserves "M", "N", and "O" are intended to be owned and maintained by The Courtyards on Riverside Homeowners' Association, Inc. and, upon such conveyance, shall be part of the Common Elements as said term is defined in the Declaration.

3. Association. Upon the filing and recording hereof, each Owner or Owners of a Lot described in Exhibit A, other than the Owner or Owners of a Lot that is Exempt Property, and their respective successors and assigns, shall automatically become Members of The Courtyards on Riverside Homeowners' Association, Inc. (the "Association") to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Members of the Association during such time as the Owner or Owners own a Lot in the Community.

4. Courtyard Lots. In addition to those Lots identified in the Declaration as "Courtyard Lots", Lots 102-105, both inclusive, Lots 108-113, both inclusive, Lots 115-123, both inclusive, Lots 125-133, both inclusive, Lot 135, Lot 136A, Lots 138-142, both inclusive & Lots 144-148, both inclusive identified in Exhibit A shall each be a "Courtyard Lot" for all purposes under the provisions of the Declaration.

5. Amendments to the Declaration.

a. Any references in the Declaration to Lots 65, 66, or 67 are hereby deleted as such Lots no longer exist.

b. Any reference in the Declaration to Lot 32 or contemplated to include Lot 32 by virtue of its obvious meaning shall be amended to be and include Lot 32A, said Lot having previously been encumbered by the Declaration and continues to be encumbered by the Declaration and the owners thereof continue to be Members of the Association.

c. Any reference in the Declaration to Lot 60 or contemplated to include Lot 60 by virtue of its obvious meaning shall be amended to be and include Lot 60A, said Lot having previously been encumbered by the Declaration and continues to be encumbered by the Declaration and the owners thereof continue to be Members of the Association.

d. Any reference in the Declaration to Lot 61 or contemplated to include Lot 61 by virtue of its obvious meaning shall be amended to be and include Lot 61A, said Lot having previously been encumbered by the Declaration and continues to be encumbered by the Declaration and the owners thereof continue to be Members of the Association.

e. Any reference in the Declaration to Lot 62 or contemplated to include Lot 62 by virtue of its obvious meaning shall be amended to be and include Lot 62A, said Lot having previously been encumbered by the Declaration and continues to be encumbered by the Declaration and the owners thereof continue to be Members of the Association.

f. Any reference in the Declaration to Lot 63 or contemplated to include Lot 63 by virtue of its obvious meaning shall be amended to be and include Lot 63A, said Lot having previously been encumbered by the Declaration and continues to be encumbered by the Declaration and the owners thereof continue to be Members of the Association.

g. Any reference in the Declaration to Lot 64 or contemplated to include Lot 64 by virtue of its obvious meaning shall be amended to be and include Lot 64A, said Lot having previously been encumbered by the Declaration and continues to be encumbered by the Declaration.

h. Any reference in the Declaration to Reserve "F" or to Reserve "G" or contemplated to include Reserve "F" or Reserve "G" by virtue of its obvious meaning shall be amended to be and include Reserve "K", said Reserves "F" and "G" having been combined and redesignated as Reserve "K".

i. Any reference in the Declaration to Reserve "B" or contemplated to include Reserve "B" by virtue of its obvious meaning shall be amended to be and include Reserve "L", said Reserve "B" having been redesignated as Reserve "L".

j. Reserves "K" and "L" are intended to be owned and maintained by The Courtyards on Riverside Homeowners' Association, Inc. and, upon such conveyance, shall be part of the Common Elements as said term is defined in the Declaration.

k. Definition "K" of the Declaration is hereby deleted and superseded in its entirety and replaced with the following:

"K. "Courtyard Easement" – means an easement or easements located on a Courtyard Lot and benefitting one or more contiguous Courtyard Lots and the owners thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement, and use of an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area on a Courtyard Lot is an area bounded generally by the side/rear of the dwelling or a fence located on that burdened Courtyard Lot, fences extending to and from the dwelling or fence on that burdened Courtyard Lot, and the dwelling constructed on an adjacent contiguous Courtyard Lot, and the platted property boundary line between the Courtyard Lots all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community.

l. Definition "L" of the Declaration is hereby amended by (i) specifically replacing Lot 32 with 32A, Lot 60 with 60A, Lot 61 with 61A, Lot 62 with 62A, Lot 63 with 63A, and Lot 64 with 64A, thereby identifying and designating Lots 60A, 61A, 62A, 63A, 64A and 32A as Courtyard Lots and (ii) deleting Lots 65 and 66 from the definition of a Courtyard Lot as Lots 65 and 66 no longer exist.

m. Article VI, Section B of the Declaration is hereby deleted and superseded in its entirety and replaced with the following:

"B. Courtyard Easements. Each Courtyard Lot ("**Burdened Courtyard Lot**") in the Community is hereby made subject to and burdened with a "**Courtyard Easement**" in favor of and benefitting one or more immediately contiguous Courtyard Lot(s) ("**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. The Courtyard Easement area is limited to an area bounded generally by the side/rear of the dwelling or a fence located on that Burdened Courtyard Lot, fences extending to and from the dwelling or fence on that Burdened Courtyard Lot, and the dwelling constructed on an adjacent Contiguous Courtyard Lot, and the platted property boundary line between the 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 or fence 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 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 twenty-four (24) hours advance notice prior to entering the adjacent Courtyard Easement."

n. Article VI of the Declaration is hereby amended with the insertion of the following new Article VI, Section L:

"L. Easement for Stormwater Drainage. A perpetual, non-exclusive easement in, over, and upon the Property is hereby granted to the Franklin County Drainage Engineer for purposes of accessing, inspecting, and monitoring underground drainage pipes, stormwater detention ponds (BMPs), outlet pipes, orifice plates, and related stormwater improvements and components ("Stormwater Improvements") within the Property. The Franklin County Drainage Engineer, after providing the Association written notice and a right to cure period of no less than thirty (30) calendar days, shall have the right to enter the Common Elements to perform reasonable maintenance repair, and replacement work to the Stormwater Improvements and to invoice the Association for all or a portion of the cost thereof."

o. Article VIII, Section A of the Declaration is hereby amended with the insertion of the following new sentence at the end of Section A:

"Upon installation of any private Stormwater Improvements, the Stormwater Improvements shall be owned, maintained, repaired, and replaced by the Association in accordance with the Declaration, and any Reserve on which the Stormwater Improvements are located shall, upon conveyance to the Association, be owned, maintained and repaired by the Association."

p. Article IX, Section C.1.vi of the Declaration is hereby deleted and superseded in its entirety and replaced with the following:

"vi. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected maintenance, repair, and replacement of capital improvements, including the private streets and drives, if any, the Stormwater Improvements within and servicing the Property, Common Element storm sewers and Common Element water lines and apparatus, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and"

q. Article IX, Section C.1.vii of the Declaration is hereby deleted and superseded in its entirety and replaced with the following:

"vii. the costs for the operation, management, and administration of the Association, including, but not limited to, fees for property management, real estate taxes, and assessments for the Common Elements owned by the Association (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies, and materials for operating the Association, anticipated costs for reimbursing the Franklin County Drainage Engineer for the maintenance, repair, and replacement of the Stormwater Improvements, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;"

6. Clarification Provision. Due to the number of re-plats of the property that is part of the Community, attached as Exhibit B and made a part hereof by this reference is an exhibit identifying the Lots that are part of the Community. Exhibit B is for information purposes only, and neither changes nor modifies the Declaration or any amendments thereto.

7. Effect of Amendment. In the case of conflict between the Declaration and this First Supplement and Amendment, the terms of this First Supplement and Amendment shall control. Any term or provision of the Declaration not amended by this First Supplement and Amendment shall remain the same and continue in full force and effect.

IN TESTIMONY WHEREOF, the Declarant has caused the execution of this First Supplement and Amendment as of this 25th day of July 2022.

EPCON RIVERSIDE, LLC,
an Ohio limited liability company

By _____
Joel D. Rhoades, Regional President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, on this 25th day of July 2022, by Joel D. Rhoades, the Regional President of Epcon Riverside, LLC, an Ohio limited liability company, on behalf of said limited liability company.

_____
Notary Public

NOTARIAL SEAL STATE OF OHIO

Christopher A. Buerkle, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT A

FIRST SUPPLEMENT AND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR THE COURTYARDS ON RIVERSIDE

PROPERTY SUBJECTED HEREBY

Situated in the State of Ohio, County of Franklin, Township of Perry, and being further described as follows:

Being Lots 102 through 135, both inclusive, Lots 137 through 148, both inclusive, and Reserves "M", "N", and "O", in THE COURTYARDS ON RIVERSIDE PHASE 2 & REPLAT OF EXISTING RESERVES J & K FINAL PLAT, as the same are numbered, lettered, designated and/or delineated on the plat thereof, recorded in Instrument Number 202201190012287, (Plat Book 132, Pages 47-49), Recorder's Office, Franklin County, Ohio.

AND

Situated in the State of Ohio, County of Franklin, Township of Perry, and being further described as follows:

Being Lot 136A of the RE-PLAT THE COURTYARDS ON RIVERSIDE REPLAT OF LOTS 32 AND 136 as the same is numbered, lettered, designated, and/or delineated on the plat thereof, recorded in Instrument No. 202205170075431, (Plat Book 132, Page 116-118), Recorder's Office, Franklin County, Ohio.

EXHIBIT B

FIRST SUPPLEMENT AND AMENDMENT TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS FOR THE COURTYARDS ON RIVERSIDE
LOTS SUBJECT TO THE DECLARATION AS CURRENT

Situated in the State of Ohio, County of Franklin, Township of Perry, and being further described as follows:

Being Lots 1 through 31, both inclusive, Lots 33 through 59, both inclusive, and Lots 68 through 81, both inclusive, as the same are numbered, identified, and delineated on the recorded plat of THE FINAL PLAT FOR THE COURTYARDS ON RIVERSIDE of record as Instrument No. 201911010145696 (Plat Book 127, Pages 42-44), Recorder's Office, Franklin County, Ohio.

AND

Situated in the State of Ohio, County of Franklin, Township of Perry, and being further described as follows:

Being Lots 60A, 61A, 62A, 63A, and 64A, respectively, in RE-PLAT THE COURTYARDS ON RIVERSIDE RIGHT-OF-WAY DEDICATION & RE-PLAT OF LOTS 60-67, RESERVE "A", "B", "F" & "G" as the same are numbered, lettered, designated and/or delineated on the plat thereof, recorded in Instrument No. 202110060180538 (Plat Book 131, Pages 85-87), Recorder's Office, Franklin County, Ohio.

AND

Situated in the State of Ohio, County of Franklin, Township of Perry, and being further described as follows:

Being Lots 102 through 135, both inclusive, Lots 137 through 148, both inclusive, in THE COURTYARDS ON RIVERSIDE PHASE 2 & REPLAT OF EXISTING RESERVES J & K FINAL PLAT, as the same are numbered, lettered, designated, and/or delineated on the plat thereof, recorded in Instrument Number 202201190012287 (Plat Book 132, Pages 47-49), Recorder's Office, Franklin County, Ohio.

AND

Situated in the State of Ohio, County of Franklin, Township of Perry, and being further described as follows:

Being Lot 32A and Lot 136A of the RE-PLAT THE COURTYARDS ON RIVERSIDE REPLAT OF LOTS 32 AND 136 as the same are numbered, lettered, designated, and/or delineated on the plat thereof, recorded in Instrument No. 202205170075431 (Plat Book 132, Page 116-118), Recorder's Office, Franklin County, Ohio.