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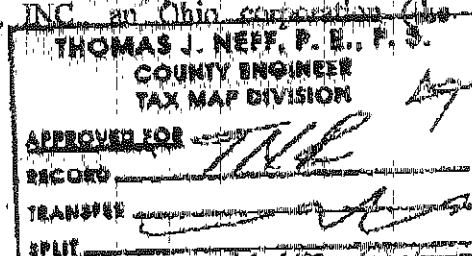
VOL. 96-05241 PAGE 46

Dec 18

**SUBSEQUENT AMENDMENT NO. 1 TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF THE VILLAS AT MACINTOSH FARMS
CLUSTER DEVELOPMENTS,
BROADVIEW HEIGHTS, OHIO**

RECORDED INFO DATE
FRANK FESSO
CUYAHOGA CIV RECORDERS
96 JUN -6 PM 3:35

THIS SUBSEQUENT AMENDMENT NO. 1 ("Amendment No. 1") to the Declaration (hereinafter defined) made as of the 30th day of May, 1996 by PETROS DEVELOPMENT CORPORATION, INC. an Ohio corporation (the "Developer").



PREAMBLE

A. On January 10, 1996 the Developer caused a document entitled "Declaration of Covenants, Conditions, Easements and Restrictions of The Villas at MacIntosh Farms Cluster Developments, Broadview Heights, Ohio" (the "Declaration") to be filed for record in Volume 96-00212, Page 40 of Cuyahoga County Records for "Property" known as The Villas at MacIntosh Farms Cluster Developments (Phase One - Group "H"), said Property being described in Exhibit "A" of the Declaration. Unless otherwise defined herein, the terms capitalized herein shall have the same meaning as defined in the Declaration.

B. The Developer reserved the right in Section 15.12(a) of the Declaration for so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property, to amend or modify any of the provisions of the Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units will be better served by said modification or waiver, provided no such amendment, modification or waiver shall materially or adversely affect the value of existing Living Units or shall prevent a Living Unit used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver.

C. The Developer currently is the Owner of all of the Sublots within the Property.

D. The Developer pursuant to the authority of Section 15.12(a), desires to amend the Declaration as hereinafter set forth. This Amendment transfers the responsibility for exterior maintenance of Living Units from the Association to the Owners of Living Units.

NOW, THEREFORE, the Developer hereby declares the following by this Amendment No. 1:

1. Section 6.4 of the Table of Contents is hereby amended to read as follows: "Maintenance of Originally Installed Landscaping by the Association".

2. Subsection (6) of Section 2.2(a) entitled "AREAS OF COMMON RESPONSIBILITY" of the Declaration is hereby amended to read as follows: "(6) Maintenance of Originally Installed Landscaping in accordance with Section 6.4 hereof,".

3. The last sentence of Section 3.8 of the Declaration entitled "Maintenance Easement" is hereby amended to read as follows: "Furthermore, the Association is granted easement rights to enter upon a Sublot for the purposes set forth in Section 6.4 hereof; i.e., the maintenance of Originally Installed Landscaping."

4. Section 6.4 of the Declaration entitled "Exterior Maintenance of Living Units and Originally Installed Landscaping by the Association" is hereby amended to read as follows:

"Section 6.4 - Snow Removal and Maintenance of Originally Installed Landscaping by the Association: In addition to the maintenance and repair of the Common Areas, the Association shall provide snow removal from driveways and maintenance of the Originally Installed Landscaping. Each Owner is responsible for the exterior maintenance, repair and replacement of such Owner's Living Unit. If an Owner fails to properly maintain, repair or replace the exterior of such Owner's Living Unit, the Association shall have the right, but not the obligation, to maintain, repair, or replace the same, in which event, the cost of such maintenance, repair or replacement shall be added to and become part of the Assessment for which such Living Unit is subject. For the purpose solely for performing the maintenance required by this Section, the Association, through its duly authorized agents, employees and contractors, shall have the right and license, to enter upon a Sublot containing a Living Unit."

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

TRANSFER NOT REQUIRED

JMGMCAPI 30023.1

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JUN 4 1996

ADP
CLY. COUNTY AUDITOR

MAY 29 1996

