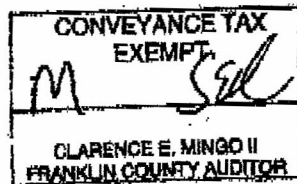


TRANSFER
NOT NECESSARY

FEB 21 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY



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Terry J. Brown
Franklin County Recorder

FIRST AMENDMENT
TO
TIDEWATER AT NEW ALBANY
DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS
AND RESTRICTIONS, ASSESSMENT LIENS
AND TIDEWATER HOMEOWNER'S ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, that TIDEWATER ASSOCIATES, LLC, a Ohio limited liability company (the "Developer"), with offices located at 495 South High Street, Suite 150, Columbus, Ohio 43215, hereby makes the following First Amendment to the Tidewater at New Albany Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens and Tidewater Homeowner's Association.

WHEREAS, the Developer has heretofore caused to be filed on the public records that certain Tidewater at New Albany Declaration of Covenants, Easements, Conditions and Restrictions, Assessment Liens and Tidewater Homeowner's Association, dated April 24, 2006 and filed for record April 27, 2006 as Official Instrument No. 200604270078970, Recorder's Office, Franklin County, Ohio (the "Declaration");

WHEREAS, pursuant to Subsection C., Section XIII. MISCELLANEOUS of the Declaration, "Until the sale of the last Lot by Developer, Developer may, in its sole and absolute discretion, unilaterally amend [the] Declaration at any time and from time to time, without the consent of any other Owners;" and, "any such amendment may impose . . . additional charges with respect to the maintenance and improvement of the Subdivision";

WHEREAS, the Developer does now desire to amend the Declaration; and

NOW, THEREFORE, the Declaration shall be amended as follows:

1. Subparagraph a. (Annual Assessment) of Section VII. (Homeowners' Association), Subsection B. (Assessments), paragraph I. (Annual Assessment for Common Expenses), shall be deleted in its entirety and the following substituted therefor:

"a. Annual Assessment: Effective January 1, 2013, the annual Common Expense Assessment per Lot shall be invoiced to each Lot Owner at the rate determined by the

Association for all Lots in the Subdivision.”

2. Except as herein modified all terms and conditions of the Declaration shall remain in full force and effect.

Developer has hereunto set its hand as of the 13 day of February, 2013.

Tidewater Associates, LLC,
an Ohio limited liability company
by: Duffy Homes, Inc., an Ohio corporation,
its Managing Member
by: Charles P. Driscoll
Charles P. Driscoll, Vice-President

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 13 day of February, 2013, before me, the subscriber, a Notary public in and for said County and State, personally came Charles P. Driscoll, a duly authorized Vice-President of Duffy Homes, Inc., an Ohio corporation, the Managing Member of Tidewater Associates, LLC, an Ohio limited liability company, who acknowledged the signing hereof to be his voluntary act and deed for and on behalf of the company and the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on this day and year first above written.



Megan Bachert
Notary Public, State of Ohio
My Commission Expires 12-06-2017

Megan Bachert
Notary Public

This Instrument Prepared by:

Thomas Markworth, Attorney
495 South High Street, Suite 150
Columbus, Ohio 43215
(614) 241-2078