

04950018

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR CHESHIRE COMMONS CONDOMINIUM

THIS FIRST AMENDMENT ("Amendment") to the Declaration of Condominium Ownership for Cheshire Commons Condominium (the "Declaration") is made this 25<sup>th</sup> day of October, 1984, by The Borrer Corporation, an Ohio corporation, successor by merger to Dierker Builders, Inc., the Developer of Cheshire Commons Condominium.

Except as otherwise defined in this Amendment or unless the context clearly indicates otherwise, all terms used in this Amendment shall have the meanings attributed to them in the Declaration, or in Chapter 5311 of the Ohio Revised Code.

RECITALS

1. On May 29, 1984, the Declaration was filed of record at Official Records Volume 4289, Page B19, Recorder's Office, Franklin County, Ohio. The Drawings of the Condominium, including the Site Plan of the Condominium which was referred to as "Exhibit C" in the Declaration, were filed of record in Condominium Plat Book 29, pages 8-30, Recorder's Office, Franklin County, Ohio.

2. The location of certain of the parking spaces shown on the Site Plan as Limited Common Areas assigned to Unit Nos. 15 through 36 were incorrect, and Developer desires to file an amended Site Plan which accurately reflects the location of these parking spaces.

AMENDMENT

1. Developer hereby substitutes the amended Site Plan attached hereto as Exhibit C for the Site Plan originally filed as "Exhibit C" to the Declaration. The amended Site Plan depicts the correct location of parking spaces assigned as Limited Common Areas serving Unit Nos. 15 through 36 of the Condominium.

2. Except as modified by this Amendment, the Declaration and Drawings of the Condominium shall continue in full force and effect as originally written.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

PHILAND BOX-D5B

04950019

Signed and acknowledged  
in the presence of:

Randolph B. Polent  
Ruth A. Holland

THE BORROR CORPORATION,  
an Ohio corporation

By: [Signature]  
Douglas G. Borrer  
Vice President

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me  
this 25th day of October, 1984, by Douglas G. Borrer, Vice  
President of The Borrer Corporation, an Ohio corporation,  
on behalf of said corporation.

Ruth A. Holland  
Notary Public

**RUTH A. HOLLAND**

Notary Public - State of Ohio

My Commission Expires June 21, 1988

This Instrument Prepared By:

David S. Borrer, Esquire  
PORTER, WRIGHT, MORRIS & ARTHUR  
37 West Broad Street  
Columbus, Ohio 43215

SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR CHESHIRE COMMONS CONDOMINIUM

THIS SECOND AMENDMENT ("Amendment") to the Declaration of Condominium Ownership for the Cheshire Commons Condominium (the "Declaration") is made this 25 day of May, 1989, by the Board of Trustees of the Cheshire Commons Unit Owners' Association. The Declaration was filed for record at Official Records Volume 4289, page 819, Recorder's Office, Franklin County, Ohio. The Drawings of the condominium, including Site Plan of the condominium which was referred to as Exhibit "C" in the Declaration, were filed of record in Condominium Plat Book No. 29, pages 8-30, Recorder's Office, Franklin County, Ohio. The Declaration was amended by a First Amendment to Declaration which was filed for record at Official Record Volume 4950, page D17, Recorder's Office, Franklin County, Ohio.

Except as otherwise defined in this Amendment or unless the context clearly indicates otherwise, all terms used in this Amendment shall have the meanings attributed to them in the Declaration, or in Chapter 5311 of the Ohio Revised Code.

Recitals

1. The Percentage Interest Table which was attached to the Declaration as Exhibit "B" contained incorrect information concerning the street address for Unit numbers 29 through 36 in Building number 5 of the Condominium.
2. Pursuant to the powers reserved to it in the Declaration, the Board of Trustees of the Cheshire Commons Unit Owners' Association in a duly authorized meeting held on November 29, 1988, adopted a resolution authorizing the President of the Association to execute this Amendment in order to amend the Declaration and correct this information.

Amendment

1. The street addresses set forth in the Percentage Interest Table attached to the Declaration as Exhibit "B" concerning Unit numbers 29 through 36 is hereby amended as follows:

<u>Unit Designation</u>	<u>Correct Street Address</u>
29	1955 Rockdale Drive
30	1953 Rockdale Drive
31	1951 Rockdale Drive
32	1949 Rockdale Drive
33	1947 Rockdale Drive
34	1945 Rockdale Drive
35	1943 Rockdale Drive
36	1941 Rockdale Drive

All other information contained in Exhibit "B" to the Declaration concerning Unit numbers 29 through 36, including but not limited to the Percentage Interests set forth for each Unit, were correct and are in no way modified by this Amendment.

2. Except as modified by this Amendment, the Declaration and Drawings of the condominium shall continue in full force and effect as originally written.

CHICAGO TITLE BOX (DAC)

TIME 2:30 P M  
 RECORDED FRANKLIN CO., OHIO  
 MAY 26 1989  
 JOSEPH W. TEXA, RECORDER  
 RECORDER'S FEE \$ 12.00

TRANSFERRED  
 NOT NECESSARY  
 MAY 26 1989  
 PALMER C. McNEAL  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
 EXEMPT  
 m. Jh.  
 PALMER C. McNEAL  
 FRANKLIN COUNTY AUDITOR

IN WITNESS WHEREOF, the undersigned, being the duly authorized President of the Cheshire Commons Unit Owners' Association, has executed this instrument as of this 25th day of May, 1989.

Signed and acknowledged in the presence of:

CHESHIRE COMMONS UNIT OWNERS' ASSOCIATION

[Signature]

By: [Signature]  
Ronald A. Vanke  
President

[Signature]

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 25 day of May, 1989, by Ronald A. Vanke, President of the Cheshire Commons Unit Owners' Association, an Ohio not-for-profit corporation, on behalf of the corporation.

[Signature]  
Notary Public

This instrument prepared by:

David S. Borrer, Esquire  
5501 Frantz Road  
P. O. Box 7166  
Dublin, Ohio 43017



PATTY S. BAUGHMAN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUGUST 18, 1989

**COPY STAMP  
RECORDED**

**FEB 28 1995**

**RICHARD B. METCALF, RECORDER  
FRANKLIN COUNTY, OHIO**

**THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CHESHIRE COMMONS CONDOMINIUM**

This will certify that a copy of the Third Amended Declaration of Cheshire Commons Condominium has been filed in the Office of the Franklin County Auditor on the 22d day of February, 1995.

Attached hereto are the amendments to the Condominium's Declaration, which amendments are underscored and supersede, in their entirety, any portion of the Condominium's previous Declaration referred to in the attached Amendments.

*Joseph W. Testa (Doris Von Scholtz)*  
Franklin County Auditor

Prepared by: **Scott R. Roberts, Attorney at Law, 1625 Bethel Road, Suite 102, Columbus, Ohio 43220**

<b>TRANSFER NOT NECESSARY</b>	<b>CONVEYANCE TAX EXEMPT</b>
<b>FEB 28 1995</b>	<i>m DV</i>
<b>JOSEPH W. TESTA AUDITOR FRANKLIN COUNTY, OHIO</b>	<b>JOSEPH W. TESTA FRANKLIN COUNTY AUDITOR</b>

AMENDED DECLARATION OF  
CHESHIRE COMMONS CONDOMINIUM

This is an amended enabling declaration ("the Amended Declaration") of Cheshire Commons Condominium ("the Condominium") made on or about February 22, 1995, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act").

Background

A. The Condominium is a condominium created under the Condominium Act pursuant to the filing of the following:

<u>Instrument</u>	<u>Recording Reference</u>	<u>Recording Date</u>
(i) Declaration and Bylaws	Official Record Volume 4289, Page B-19	May 29, 1984
(ii) Drawings	Condominium Plat Book 29, Pages 8 through 30	May 29, 1984
(iii) First Amendment to Declaration	Official Record Volume 4950, Page D-17	October 26, 1984
(iv) Drawings	Condominium Plat Book 30, Page 46	October 26, 1984
(v) Second Amendment to Declaration	Official Record Volume 13481, Page F-05	May 26, 1989

B. Pursuant to the provisions of the Declaration and By-laws, 85% of the voting power of all unit owners may amend these documents without a meeting by filing true and accurate copies of the amended documents with the Auditor and Recorder of Franklin County, Ohio. The president or vice-president and the secretary or assistant secretary of the Association are required to execute these documents according to Section 5311.05 of the Condominium Act.

C. Unit owners exercising no less than 85% of the voting power of all unit owners have consented to the following amendments to the Declaration in writing without a meeting in the manner required by Article XVI, Sections (A) and (B) of the Declaration and Article IX of the Condominium's By-laws.

D. Those portions of the Declaration as amended are attached hereto and supersede, in their entirety, any portion of the Condominium's original Declaration referred to in the attached Amendments.

E. This Amended Declaration does not, in any way, change the undivided interest in the common areas appurtenant to any unit or change the number of votes exercisable in Association matters appertaining to any unit.

NOW, THEREFORE, the undersigned officers of Cheshire Commons Condominium Association hereby certify that by action in writing without a meeting, unit owners exercising no less than 85% of the voting powers of all unit owners, have adopted the Amended Declaration, which Amended Declaration, hereby supersedes, wherever appropriate, any portion of the previous Declaration referred to in these Amendments.

IN WITNESS WHEREOF, the undersigned president and secretary of Cheshire Commons Condominium Association have executed this Certificate and affirm its adoption on or as of the 22<sup>nd</sup> day of February, 1995.

Signed and Acknowledged by both in the Presence of:

Peggy C. Massey  
Witness

Lance A. Conkling  
President

Robert J. Keller  
Witness

Jane E. Switzer  
Secretary

State of Ohio )  
County of Franklin ) SS:

The foregoing instrument was executed before me this 22<sup>nd</sup> day of February, 1995, by Lance A. Conkling, the president, and by Jane E. Switzer, the secretary, of Cheshire Commons Condominium Association, as such officers and on its behalf, who certify the adoption of the foregoing Amended Declaration as stated therein.

Dawn D. Carter  
Notary Public

DAWN D. CARTER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES DEC. 16, 1996  
1995

The following language replaces and rewords Article XI, Section I of the Association's Declaration.

Article XI, Section I. Effect of Nonpayment of Assessment: Remedies of the Association.

(a) Acceleration: If any installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) Late Charge: If any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at the highest rate of interest permitted by law; (ii) charge a reasonable, uniform late fee, as established by rule from time to time by the Board, and (iii) charge the cost of collection, including reasonable attorneys' fees and other out-of-pocket expenses.

(c) Liability for Unpaid Assessments: All assessments, together with interest, late fees, costs and reasonable attorneys' fees, shall be a charge in favor of the Association upon the Unit against which each such assessment is made.

(d) Liability for Attorneys Fees: A Unit owner is responsible for any attorneys' fees that the Association incurs as a result of the Association's:

(i) having to retain counsel to collect money owed to the Association by a Unit owner;

(ii) having to retain counsel to render any legal opinion for the Association if such opinion is necessitated by the Unit owner, his tenant, guest or occupant failing to comply with any provision of this Amended Declaration, its By-Laws, any decision by the Board or with Ohio law; and/or

(iii) having to retain counsel to initiate any legal action against a Unit owner, his tenant, guest or occupant as a result of any one of those persons failing to comply with any provision of the Amended Declaration, its By-Laws, any decision by the Board or with Ohio law.

(e) Assessment Liens: At any time after any assessment or an installment of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after same is due and payable, the Board may authorize any officer or appointed agent of the Association to file with the Franklin County Recorder's Office a certificate of assessment lien for the unpaid balance of that assessment,



including all future installments thereof, interest, late fees, costs and reasonable attorneys' fees. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other agent of the Association.

(f) Duration of Assessment Liens: The lien provided for herein shall become effective from the time the Association files the certificate of lien with the Franklin County Recorder's Office and shall continue for a period of five (5) years, unless this lien is released, satisfied or discharged in accordance with Ohio law.

(g) Discharge of Assessment Liens: Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of assessment lien has been filed by the Association) is improper, may bring an action in the court of common pleas of the county in which the Condominium Property is located for the discharge of that lien.

(h) Joint and Several Liability for Assessment Liens: Any assessment, together with interest, late fees, costs and reasonable attorneys' fees, is the joint and several obligation of the Unit owner(s) who owned the Unit at the time when the assessment fell due. This obligation for delinquent assessments shall not pass to a Unit owner's successor in interest, unless the successor in interest expressly assumes this liability or Ohio law requires same. However, the transfer of a condominium ownership interest in a Unit to a purchaser not obligated to pay delinquent assessments shall not impair the Association's lien against such Unit or prohibit the Association from foreclosing such lien.

(i) Legal Action against Delinquent Unit Owners: The Association, as authorized by the Board, may file a lien or liens to secure payment of any delinquent assessment, bring an action at law against the owner or owners personally obligated to pay the same, bring an action to foreclose a lien, or do any one or more of these remedies. In any foreclosure action, the owner or owners affected shall remain liable for all expenses set forth in this Declaration during the pendency of such action so long as the Unit is titled to the owner or owners. As a plaintiff in any such foreclosure action, the Association is entitled to purchase the Unit at the foreclosure sale, if it so chooses. In any such foreclosure action, interest, late charges, reasonable attorneys' fees and the costs of such action shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(j) No Set Off: No claim of the Association for assessments and charges shall be subject to any set offs or counterclaims arising from the Association's failing to provide any service required by this Amended Declaration to a Unit owner or owners. A Unit owner can assert a claim for a set off only in a separate legal action, i.e., having a different case number, which action is

independent of any action filed by the Association in a court of law.

(k) Abandonment of Unit: No owner may waive or otherwise escape liability for the assessments provided for in this Amended Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

(l) Voting Rights and Election to Board: If any operating or special assessment against any Unit shall remain unpaid for a period exceeding thirty (30) days after the same shall become due, the Board may suspend the Unit owner's voting rights in the Association for a period beginning on said thirtieth day after the assessment became due and ending on the date such assessment is paid. No Unit owner who is delinquent in his payment of any assessment or any installment of any assessment may be a candidate for the Board.

(m) Notice to Mortgagee: The Board shall notify the holder of a first mortgage on any Unit against which an assessment has been levied and has remained unpaid for a period exceeding thirty (30) days.

Any language that is underscored is amended language in the Declaration, i.e., language that doesn't appear in the original Declaration.

Article XI, Section H

H. Special Individual Unit Assessments. The Board may levy against one Unit or any number of Units a special assessment to reimburse the Association for costs incurred on behalf of any such Unit(s) that are properly chargeable only to such Unit(s), including without limitation the cost of making repairs which are the responsibility of the Unit Owner, the cost of any insurance premiums separately billed to the Unit owner, the cost of any utility expense chargeable to the Unit Owner but not separately billed to the Unit Owner by any Utility Company, and all other charges deemed to be Special Individual Unit Assessments in this Declaration, including those charges identified in Article XI, Section I.

In addition, until such time as the real estate taxes and assessments chargeable against each Unit are divided into separate tax bills, the Association shall pay when due the real estate taxes charged against the entire Condominium Property and thereafter collect such tax expense from each Unit Owner by means of special assessments charged against each Unit in proportion to the Percentage Interest of each Unit.

The Board may levy a Special Individual Unit Assessment against the Unit of any Unit Owner who violates any Rule established by the Board for the regulation of the Condominium Property or who permits his family members, guests, invitees, or tenants to violate such Rule.

With the exception of special assessments charged for violations of this Declaration, the Code of Regulations, or the Rules, the Board shall deliver written notice to the owner of any Unit to be charged with a Special Individual Unit Assessment at least thirty (30) days prior to the date established for payment of the assessment.



200504140069742

Pgs: 5 \$55.00 T20050028448  
04/14/2005 11:09AM MLCHARLES WIL  
Robert G. Montgomery  
Franklin County Recorder

**FOURTH AMENDMENT TO THE DECLARATION AND BYLAWS  
OF CHESHIRE COMMONS CONDOMINIUM**

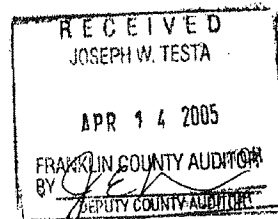
**Auditor's Certificate**

This is to certify that a copy of this Amendment to the Declaration of Cheshire Commons  
Condominium has been filed with the Auditor of Franklin County, Ohio, this 14<sup>th</sup> day  
of April, 2005.

AUDITOR OF FRANKLIN COUNTY, OHIO

By: Joseph W. Testa / J. W. Testa

This Instrument prepared by Charles T. Williams, Attorney at Law, 555 South Front, Suite 320,  
Columbus, Ohio 43215-5668.



**FOURTH AMENDMENT TO THE DECLARATION AND BYLAWS  
OF CHESHIRE COMMONS CONDOMINIUM**

3<sup>rd</sup> This Amendment to the Declaration of Cheshire Commons Condominium is made this day of April, 2005.

**RECITALS**

A. Cheshire Commons Condominium is a condominium created under Ohio's condominium law pursuant to the filing of a declaration of condominium recorded on May 25, 1984, in Official Record 04289, page B-19 of Franklin County, Ohio; and as further amended in Official Record Volume 04950, Page D-17, 13481, Page F-05, and 28539, Page G-05, Franklin County Records.

B. Pursuant to the provisions of Ohio Revised Code Chapter 5311.05 (E)(1)(c), the undersigned officers of the condominium hereby certify that the following amendment has been promulgated according to the terms of Ohio Revised Code Chapter 5311.05 (E)(1)(c), that a duly called and noticed meeting of the Board of Directors of the Association was held where a quorum of Directors was present, and that at least of majority of the Directors present voted in favor of the following amendment.

C. The purpose of the following amendment is to bring the Declaration of Condominium of May 25, 1984, and all amendments thereto into compliance with the legislation amending Ohio's condominium law, Ohio Revised Code Chapter 5311, which became effective on July 20, 2004.

NOW THEREFORE, the Declaration of Condominium of May 25, 1984, and all amendments thereto, is amended to read as follows:

D. New paragraph shall be added to Article III, Section 12. (f) of the Bylaws, as follows:

“Prior to imposing a charge for damages or an enforcement assessment as allowed by Ohio law [ORC 5311.081(B)(12)], the Board shall provide the unit owner a written notice that includes all of the following: 1. A description of the property damage or violation, 2. The amount of the proposed charge or assessment, 3. A statement that the owner has a right to a hearing before the board of directors to contest the proposed charge or assessment, 4. A statement setting forth the procedures to request a hearing, and 5. A reasonable date by which the unit owner must cure the violation to avoid the proposed charge or assessment.

“To request a hearing, the unit owner must deliver a written notice to the Board not later than the 10<sup>th</sup> day after receiving the notice required by the above provision. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the Board may immediately impose a charge for damages or an enforcement assessment pursuant to the above provisions.

“The Board shall not levy a charge or assessment before holding any hearing requested pursuant to this rule. The Board may, as part of its decision, allow a reasonable time to cure the violation, before imposing the charge or assessment.

“After a hearing under this rule, the Board shall deliver to the unit owner a written notice of the charge or assessment within 30 days of the date of the hearing.

“Any written notice under this rule may be delivered to the unit owner or any occupant of the unit by personal delivery, by certified mail, return receipt requested, or by regular mail.”

- E. There shall be added to Article XI, Section I (3). of the Declaration, the following new paragraph:

“The lien amount may include all assessments chargeable against the unit, interest, administrative late fees, enforcement assessments, collection costs, attorney fees, and paralegal fees.”

- F. A new paragraph shall be added to Article IX, Section K. of the Declaration to read:

“Any tenant violating any provision of the Declaration, Bylaws, or Rules and Regulations of the condominium shall be subject to eviction pursuant to Ohio law. The eviction shall be brought by the Association, in the name of the owner as agent for the unit owner. Before initiating an eviction, the Board shall give the unit owner at least ten (10) days written notice of the intended eviction action. The costs of the eviction shall be a charge to the unit owner and shall be subject to a special assessment against the offending unit and made a lien against that unit.”

- G. A new paragraph shall be added to Article XI, Section I (3) of the Declaration, to read:

“The Association shall credit all payments received by a unit owner in the following priority: 1. To interest, 2. To administrative late fees, 3. To collection costs, attorney fees, and paralegal fees, 4. To the principal amounts owed to the Association for common assessments, enforcement assessments, penalty assessments or any other charges owed to the Association.”

- H. Subsection (g) of Article III, Section 12., of the Bylaws shall be deleted and replaced in its entirety, to read:

“The Board may suspend the voting privileges and use of recreational facilities of a unit owner who is delinquent in the payment of assessments for more than thirty (30) days.”

- I. New subsection (n) shall be added to Article III, Section 12 of the Bylaws to read:
- “The Board may impose reasonable charges for preparing, recording or copying amendments to the declaration, resale certificates, or statements of unpaid assessments.”
- J. A new paragraph shall be added to Article X, Section B., of the Declaration to read:
- “Within 30 days after a unit owner obtains a unit, the owner shall provide the Board with the following information: 1. The home address, home and business mailing addresses, and home and business telephone numbers of the unit owner and all occupants of the unit; 2. The name, business address, and business telephone number of any person who manages the owner’s unit as an agent of that owner. In addition, within 30 days after a change in any of the above information, a unit owner shall notify the association, through the Board, in writing of the change. When the Board requests, a unit owner shall verify or update the information.”
- K. A new paragraph shall be added to Article III, Section 3., of the Bylaws, to read:
- “Board members shall be elected from among the unit owners or spouses of unit owners. If the unit owner is not an individual, that unit owner may nominate for the Board any principal, member of a limited liability company, partner, director, officer, or employee of that unit owner.”
- L. A new paragraph shall be added to Article III, Section 7(b)., of the Bylaws to read:
- “Board meetings may be conducted by any method of communication, including electronic, telephonic, by computer, or otherwise, as long as each member of the Board can hear, participate, and respond.”
- M. A new sentence shall be added to Section E, of Article XI, of the Declaration, to read:
- “Any profits from operations shall be applied to reserves at the end of the fiscal year of the Association.”
- N. Delete the current second sentence in Article XI, Section A (2). of the Declaration, and replace with a new sentence to read:
- “The amount set aside annually for reserves shall not be less than ten percent (10%) of the operating budget for that year unless the reserve requirement is waived annually by the unit owners exercising not less than a majority of the voting power of the unit owners association.”
- O. All other provisions of the Declaration of May 25, 1984, and all amendments thereto not modified herein, shall remain in full force and effect. To the extent that this Amendment conflicts with

any prior amendment, this Amendment shall control.

P. The effective date of this Amendment shall be the date of recording with the Franklin County Recorder.

IN WITNESS WHEREOF, the President and Secretary of Cheshire Commons Condominium Association have hereunto set their hands this 5 day of APRIL, 2005.

Robert J. Bien  
President

ROBERT J. BIEN  
Printed

Deanna L. Maiden  
Secretary

Deanna L. Maiden  
Printed

**ACKNOWLEDGMENT**

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public, personally appeared the above-named Robert J. Bien and Deanna L. Maiden, President and Secretary respectively and swore the signing hereof to be of their own free and voluntary act and that the same is true this 5 day of April, 2005.

Dianne R. Davis-Fox  
NOTARY PUBLIC

Dianne R. Davis-Fox  
Notary Public-State of Ohio  
My Commission Expires  
April 13, 2009



FIFTH AMENDMENT TO THE DECLARATION AND BYLAWS OF CHESHIRE  
COMMONS CONDOMINIUM ASSOCIATION

**Auditor's Certificate**

This is to certify that a copy of this fifth Amendment to the Declaration and Bylaws of Cheshire Commons Condominium Association has been filed with the Auditor of Franklin County, Ohio, this 24<sup>th</sup> day of Sept, 2008.

AUDITOR OF FRANKLIN COUNTY, OHIO

By 

---

This instrument was prepared by Scott R. Roberts, Attorney at Law, 1625 Bethel Road,  
Ste. 102, Columbus, Ohio 43220.

**FIFTH AMENDMENT TO THE DECLARATION AND BYLAWS OF CHESHIRE  
COMMON CONDOMINIUM ASSOCIATION**

This fifth Amendment to the Declaration and Bylaws of Cheshire Commons Condominium Association is made this 22d day of September, 2008.

RECITALS

A. Cheshire Commons Condominium Association is a condominium association created pursuant to Chapter 5311 of the Revised Code of Ohio.

Background

B. The Condominium is a condominium created under Ohio's Condominium Act pursuant to the filing of the following:

<u>Instrument</u>	<u>Recording Reference</u>	<u>Recording Date</u>
(i) Declaration and Bylaws	Official Record Volume 4289, Page B-19	May 29, 1984
(ii) Drawings	Condominium Plat Book 29, Pages 8 through 30	May 29, 1984
(iii) First Amendment to Declaration	Official Record Volume 4950, Page D-17	October 26, 1984
(iv) Drawings	Condominium Plat Book 30, Page 46	October 26, 1984
(v) Second Amendment to Declaration	Official Record Volume 13481, Page F-05	May 26, 1989
(vi) Third Amendment to Declaration	Official Record Volume 28539, Page G-05	February 28, 1995
(vii) Fourth Amendment to Declaration	Instrument No. 200504140069742	April 14, 2005

C. Pursuant to Article XVI of the Association's Declaration and Article IX of its Bylaws, 85% of the voting power of all unit owners may amend these documents without a meeting by filing true and accurate copies of the amended document with the Auditor and Recorder of Franklin County, Ohio. The president or vice-president and the secretary or assistant secretary of the Association are required to execute these documents according to Section 5311.05 of the Condominium Act.

D. Unit owners exercising no less than 85% of the voting power of all unit owners have consented to the following fifth Amendment to the Declaration and Bylaws in writing

TRANSFER  
NOT NECESSARY

SEP 24 2008  
 JOSEPH W. TESTA  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

without a meeting in the manner required by Article XVI, Sections (A) and (B) of the Declaration and Article IX of the Condominium's Bylaws.

For the sake of clarity any amended or new language inserted in the Declaration and Bylaws as a result of this fifth Amendment is *italicized* in order that it be easily identified.

NOW THEREFORE, the Declaration and Bylaws of Condominium dated May 29, 1984 are amended for a fifth time to read as follows:

E. Section 12 of the Association's Bylaws is amended to add a new ¶ n), which paragraph (following ¶ m) reads as follows:

n) *assign the unit owner's association's rights to common assessments or future income to a lender as security for a loan to the unit owner's association.*

F. This fifth Amendment to the Association's Bylaws does not, in any way, change the undivided interest in the common areas appurtenant to any unit or change the number of votes exercisable in Association matters appertaining to any unit.

G. All other provisions of the Declaration and Bylaws dated May 29, 1984 and any subsequent amendments, not modified herein, shall remain in full force and effect.

H. The effective date of this fifth Amendment shall be the date of recording with the Franklin County Recorder.

NOW, THEREFORE, the undersigned officers of Cheshire Commons Condominium Association hereby certify that by action in writing without a meeting, unit owners exercising no less than 85% of the voting powers of all unit owners, have adopted the fifth Amendment to the Association's Bylaws, which Amendment, hereby supersedes, wherever appropriate, any portion of the previous Declaration or Bylaws referred to in this fifth Amendment.

IN WITNESS WHEREOF, the President and Secretary of Cheshire Commons Condominium Association have hereunto set their hands this 22 day of September, 2008.

Angela M. Gowen  
Witness

Tom McGovern  
Witness

Deonna Maiden  
President

Deonna Maiden  
Printed

ACKNOWLEDGMENT

STATE OF OHIO :)

COUNTY OF FRANKLIN ss: )

Before me, a Notary Public, personally appeared the above-named Donna Maiden who, as President of the Association, swore the signing hereof to be of his/her own free and voluntary act and that the same is true this 10th day of September, 2008.



In and for the State of Ohio  
Jaime Willet  
My Commission Expires  
June 25, 2012

Jaime Willet  
NOTARY PUBLIC

Angela McGovern  
Witness

Hildegard Chaney  
Secretary

Tom McGovern  
Witness

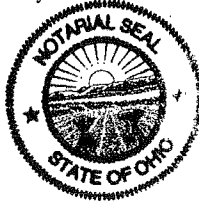
Hildegard Chaney  
Printed

ACKNOWLEDGMENT

STATE OF OHIO :)

COUNTY OF FRANKLIN ss: )

Before me, a Notary Public, personally appeared the above-named Hildegard Chaney who, as Secretary of the Association, swore the signing hereof to be of his/her own free and voluntary act and that the same is true this 10th day of September, 2008.



In and for the State of Ohio  
Jaime Willet  
My Commission Expires  
June 25, 2012

Jaime Willet  
NOTARY PUBLIC