٠,



Doc ID: 01168292009 Type: 0FF Kind: DECLAR AMEN Recorded: 11/17/2017 at 09:28:56 AM Fee Amt: \$96.00 Page 1 of 9 Workflow# 0000153265-0001 Delaware County, 0H Melissa Jordan County Recorder File# 2017-00033052

вк 1540 рс 1087-1095

BROSIUS JOHNSON & GRIGGS (BOX) 1600 DUBLIN RD STE 100 COLUMBUS, OH 43215

SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM FOR RAVINES AT MCCAMMON CHASE CONDOMINIUM

This Supplemental Amendment to the Declaration for Ravines at McCammon Chase Condominium is made on or as of this 30 day of 0 chober , 2017.

<u>Recitals</u>

- A. Ravines at McCammon Chase Condominium ("the Condominium") is a condominium created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio ("the Condominium Act") by the filing of the Declaration for Ravines at McCammon Chase Condominium ("the Declaration"), recorded in Official Record Volume 1491, Page 1675, et seq., and the Drawings thereof ("the Drawings"), recorded in Official Record Volume 1491, Page 1726, et seq., as amended by the First Amendment to Declaration of Condominium For Ravines at McCammon Chase Condominium, recorded in Official Record Volume 1523, Page 2194 et seq., and the filing of the drawings thereof, recorded in Official Record Volume 1523, Page 2209, et seq., all of the records of the Recorder of Delaware County, Ohio.
- B. The Condominium Instruments, as that term is defined in the Declaration, contain a plan of maintenance responsibilities for Units and Common Elements. Owners of Units in the Condominium believe that it is in the best interest of the Condominium to revise and amend this plan of maintenance responsibilities to allow the Ravines at McCammon Chase Condominium Association (the "Condominium Association") to perform snow removal services for the driveways, front porches or stoops, and service walks.
- C. Pursuant to law and the provisions of Article XVIII of the Declaration, the Declaration may be amended as desired only with the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners in the Condominium and the approval of Eligible Mortgagees representing Units exercising not less than a majority of the voting power of Units subject to mortgages held by Eligible Mortgagees.
- D. Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners in the Condominium, as evidenced by the consents attached hereto, desire by this amendment to modify the Condominium Organizational Documents, as that term is defined in the Declaration, to allow the Condominium Association, pursuant to a common plan approved by the Board for the maintenance and appearance of the Condominium Property, to perform snow removal services for the driveways, front porches or stoops, and service walks.
 - E. There are no Eligible Mortgagees as defined in the Declaration.

(continued next page)
CERTIFICATE OF AUDITOR
A copy of this Supplemental Amendment to the Declaration for Ravines at McCammon Chase Condominium was filed with this office on
By T. Benneth Deputy Auditor

Book: 1540 Page: 1087 Page 1 of 9

Amendments to Declaration

NOW THEREFORE, the undersigned officers of Ravines at McCammon Chase Condominium Association hereby certify that there are no eligible mortgagees and that Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, as evidenced by the attached signed consent forms and by the certifications of the two officers of the Ravines at McCammon Chase Condominium Association set forth herein, duly consented to the following amendments to the Declaration and that the Declaration is hereby amended as follows:

- 1. <u>Definitions</u>. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
- 2. <u>Purposes</u>. The purposes of the Condominium shall continue to be as set forth in the Declaration.
 - 3. Article IX, Section 1 is hereby deleted in its entirety and replaced with the following:

"Section 1. Common Elements. The Condominium Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements (but <u>not</u> the Limited Common Elements except as part of a common plan approved by the Board for the maintenance and appearance of the Condominium Property), including, but not limited to, the entryway features, the private drives and alleys, the general landscaping outside of Limited Common Elements, and private utility lines and apparatus serving more than one Unit, if any. The Condominium Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements."

4. Article IX, Section 2 is hereby deleted in its entirety and replaced with the following:

"Section 2. Limited Common Elements. The Condominium Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing Limited Common Elements or components thereof. Each Unit Owner shall repair and maintain all improvements a part of the Unit Owner's appurtenant Limited Common Elements and pay the cost thereof. Generally, each Unit Owner shall be responsible for, including but not limited to, watering of lawns and landscaping, mulching, tree and shrub trimming, and their maintenance and replacement, flower bed maintenance, and the maintenance, repair and replacement of the sidewalk or sidewalks serving only their Unit and located within Limited Common Elements. The foregoing notwithstanding, the Condominium Association shall, as part of a common plan approved by the Board for the maintenance and appearance of the Condominium Property, and as a common expense, provide needed or desired snow removal services for any sidewalk or sidewalks serving only that Unit and located within Limited Common Elements."

5. Article IX, Section 3 is hereby deleted in its entirety and replaced with the following:

"Section 3. Units. Because of the unique character of the Condominium, in that it contains free-standing individual single family residential buildings, and thus only a single Unit per residential building, the risk of loss as a result of damage or because of wear and tear to a Unit shall be the Unit Owners, and, accordingly, the cost of maintaining, repairing and replacing of all portions of a Unit as defined in this Declaration or otherwise, including but not limited to the structural components of the Unit and all interior and exterior portions of the Unit, including the Unit's porches, decks and patios, as well as the Unit's driveway parking space, shall be borne by the Unit Owner or Unit Owners of the Unit, except to the extent that repairs and maintenance of utility lines and apparatus are to be made by a utility provider pursuant to a service agreement entered into by the Condominium Association on behalf of all Unit Owners, and provided that all exterior work shall be subject to and comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board. The foregoing notwithstanding, the Condominium Association shall, as part of a common plan approved by the Board for the maintenance and appearance of the Condominium Property, and as a common expense, provide needed or desired snow removal services for the driveway parking spaces and front porches or stoops within the Condominium and that are part of a Unit."

Article XIV, Section 7 is hereby deleted in its entirety and replaced with the following:

"Section 7. Entry for Repair, Maintenance and Restoration. Condominium Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Condominium Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Condominium Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Condominium Association shall give the Unit Owners or Occupants of a Unit no less than twenty-four (24) hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements, except that the Condominium Association or its designee(s) may enter a Unit or its appurtenant Limited Common Elements without notice for the purposes of performing the snow removal services described in this Declaration.'

All other provisions of the Declaration, Bylaws, and Drawings of Ravines at McCammon Chase Condominium, and amendments thereto, shall continue in full force and effect, unaffected hereby.

IN TESTIMONY WHEREOF, the undersigned has executed and acknowledged this instrument this <u>30</u> day of <u>Octobe</u>, 2017.

RAVINES AT MCCAMMON CHASE CONDOMINIUM

ASSOCIATION_

an Ohio corporation not for profit

President

Rebecca Webb Rogers, Secreta

STATE OF OHIO COUNTY OF DELAWARE, SS:

This instrument was executed and acknowledged before me by Robert A. Webb, President, of RAVINES AT MCCAMMON CHASE CONDOMINIUM ASSOCIATION, an Ohio corporation not-for-profit, on behalf of said corporation, this **30** day of **0 cr**, 2017.

Mark Bachman Notary Public-State of Ohio
My Commission Expires December 5, 2017

STATE OF OHIO COUNTY OF DELAWARE, SS:

This instrument was executed and acknowledged before me by Rebecca Webb Rogers, Secretary, of RAVINES AT MCCAMMON CHASE CONDOMINIUM ASSOCIATION, an Ohio corporation not-for-profit, on behalf of said corporation, this 30 day of _______, 2017.

Notary Public

Mark Bachman

Mark Bachman
Notary Public-State of Ohio
Notary Public-State of Ohio
My Commission Expires
This instrument prepared by Jennifer L. Huber, Attories at Law Brosius, Johnson & Griggs, LLC,
1600 Dublin Road, Suite 100, Ohio 43215.

CONSENT AND AGREEMENT TO

SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM FOR RAVINES AT MCCAMMON CHASE CONDOMINIUM

10-24	2017

The undersigned, the sole Owner or Owners of Unit 3510 of the Ravines at McCammon Chase Condominium (the "Condominium"), hereby consent(s) and agree(s) to the Supplemental Amendment to Declaration of Condominium for Ravines at McCammon Chase Condominium to which this document is attached, thereby amending the Declaration to give access to and to authorize and enable the Ravines at McCammon Chase Condominium Association (the "Condominium Association") to perform snow removal services for driveways, front porches or stoops, and service walks that are part of the Condominium. The undersigned further grant(s) a power of attorney to the officers of the Condominium Association to execute the necessary documents to be filed and recorded with the Delaware County Recorder's Office evidencing the consent(s), if any, granted below.

APPROVED AND AGREED TO BY:		
Unit Owner	Unit Owner	
Robert A-Webb President		
Print Name Bob Webb Rusins at McCammon	Print Name	

Book: 1540 Page: 1087 Page 4 of 9

CONSENT AND AGREEMENT TO

SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM FOR RAVINES AT MCCAMMON CHASE CONDOMINIUM

10-24	<u>/</u> , 2017
-------	-----------------

The undersigned, the sole Owner or Owners of Unit 3078 of the Ravines at McCammon Chase Condominium (the "Condominium"), hereby consent(s) and agree(s) to the Supplemental Amendment to Declaration of Condominium for Ravines at McCammon Chase Condominium to which this document is attached, thereby amending the Declaration to give access to and to authorize and enable the Ravines at McCammon Chase Condominium Association (the "Condominium Association") to perform snow removal services for driveways, front porches or stoops, and service walks that are part of the Condominium. The undersigned further grant(s) a power of attorney to the officers of the Condominium Association to execute the necessary documents to be filed and recorded with the Delaware County Recorder's Office evidencing the consent(s), if any, granted below.

GREED TO BY:	
Unit Owner	
Print Name	

Book: 1540 Page: 1087 Page 5 of 9

CONSENT AND AGREEMENT TO SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM FOR RAVINES AT MCCAMMON CHASE CONDOMINIUM

10-24,2	017
---------	-----

The undersigned, the sole Owner or Owners of Unit 3392 of the Ravines at McCammon Chase Condominium (the "Condominium"), hereby consent(s) and agree(s) to the Supplemental Amendment to Declaration of Condominium for Ravines at McCammon Chase Condominium to which this document is attached, thereby amending the Declaration to give access to and to authorize and enable the Ravines at McCammon Chase Condominium Association (the "Condominium Association") to perform snow removal services for driveways, front porches or stoops, and service walks that are part of the Condominium. The undersigned further grant(s) a power of attorney to the officers of the Condominium Association to execute the necessary documents to be filed and recorded with the Delaware County Recorder's Office evidencing the consent(s), if any, granted below.

APPROVED AND AGREED TO BY:		
Whit Owner	Unit Owner	
Robert A. Welds Prident		
Bus wells kawing at McCamman	Print Name	

Book: 1540 Page: 1087 Page 6 of 9

CONSENT AND AGREEMENT

SUPPLEMENTAL AMENDMENT TO **DECLARATION OF CONDOMINIUM FOR** RAVINES AT MCCAMMON CHASE CONDOMINIUM

Olfber 2K _, 2017

The undersigned, the sole Owner or Owners of Unit $\frac{41}{2}$ of the Ravines at McCammon Chase Condominium (the "Condominium"), hereby consent(s) and agree(s) to the Supplemental Amendment to Declaration of Condominium for Ravines at McCammon Chase Condominium to which this document is attached, thereby amending the Declaration to give access to and to authorize and enable the Ravines at McCammon Chase Condominium Association (the "Condominium Association") to perform snow removal services for driveways, front porches or stoops, and service walks that are part of the Condominium. The undersigned further grant(s) a power of attorney to the officers of the Condominium Association to execute the necessary documents to be filed and recorded with the Delaware County Recorder's Office evidencing the consent(s), if any, granted below.

APPROVED AND AGREED TO BY:

HAREN J. CHEISSINGER
Print Name

Lith G. Character

Unit Owner

LETH A CHRISSING

Print Name

Book: 1540 Page: 1087 Page 7 of 9

CONSENT AND AGREEMENT

SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM FOR RAVINES AT MCCAMMON CHASE CONDOMINIUM

QT 23, 2017

APPROVED AND AGREED TO BY:

Unit Owner

Print Name

Print Name

CONSENT AND AGREEMENT

SUPPLEMENTAL AMENDMENT TO **DECLARATION OF CONDOMINIUM FOR RAVINES AT MCCAMMON CHASE CONDOMINIUM**

November 4 , 2017

The undersigned, the sole Owner or Owners of Unit #21 of the Ravines at McCammon Chase Condominium (the "Condominium"), hereby consent(s) and agree(s) to the Supplemental Amendment to Declaration of Condominium for Ravines at McCammon Chase Condominium to which this document is attached, thereby amending the Declaration to give access to and to authorize and enable the Ravines at McCammon Chase Condominium Association (the "Condominium Association") to perform snow removal services for driveways, front porches or stoops, and service walks that are part of the Condominium. The undersigned further grant(s) a power of attorney to the officers of the Condominium Association to execute the necessary documents to be filed and recorded with the Delaware County Recorder's Office evidencing the consent(s), if any, granted below.

APPROVED AND AGREED TO BY:

Unit Owner

Leigh Ann Burdine
Print Name

Print Name

Print Name

Book: 1540 Page: 1087 Page 9 of 9