

Condo plat #  
900312040385897

Instr: 200312040385892 12/04/2003  
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Robert G. Montgomery T20030142475  
Franklin County Recorder HRC

**THIRD AMENDMENT**  
**(ADDING FOURTH PHASE) TO**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**DORSET GLEN CONDOMINIUM**  
**EXPANDING THE CONDOMINIUM PROPERTY**

**Franklin County Auditor**  
**JOSEPH W. TESTA**

by: *Jane Lenning*  
**Jane Lenning,**  
**Deputy Auditor**

This instrument prepared by

**Kenton L. Kuehnle**  
**Allen, Kuehnle & Stovall LLP**  
**21 West Broad Street**  
**Columbus, Ohio 43215**

**TRANSFERRED**

**DEC 04 2003**

**JOSEPH W. TESTA**  
**AUDITOR**  
**FRANKLIN COUNTY, OHIO**

124 PAGE 40-41

## AMENDMENT TO DECLARATION

This Amendment to the Declaration of Condominium for Dorset Glen Condominium, ("the Condominium"), expanding and submitting additional property to the condominium is made as of this 3<sup>rd</sup> day of December, 2003.

### Background

KBS Darby Park, LLC, an Ohio limited liability company, ("Declarant"), is the owner in fee simple of all the real property hereinafter described and the improvements thereon and appurtenances thereto.

The Declarant has submitted certain property to the provisions of Section 5311 of the Ohio Revised Code by the filing of a Declaration of Condominium (the "Declaration") of Dorset Glen Condominium. The Declaration is recorded as Instrument Number 200301140012723, and the drawings are recorded in Condominium Plat Book 110, Pages 45-46, all of the Franklin County, Ohio Records.

The Declarant, pursuant to Article XIX of the Declaration, reserved the right to expand the Condominium property by amending the Declaration to add the property (described in Exhibit C of the Declaration as the "Additional Property"), and improvements thereon and appurtenances thereto, to the original condominium. By this instrument, the Declarant is adding the property described in Exhibit A to this Amendment to the Condominium.

### Declaration

Declarant, the sole owner of the Additional Property, hereby submits the portion of the Additional Property described on Exhibit A to this Amendment, to the provisions of Chapter 5311 of the Ohio Revised Code, and hereby amends the Declaration of Condominium as follows:

1. Definitions. All terms used herein shall have the same meanings as those terms are defined in the Declaration.
2. Additional Property Added. A legal description of the property being added to the Condominium is attached hereto as "Exhibit A" and incorporated herein by this reference.
3. Name. The Condominium, as expended hereby, shall continue to be named "Dorset Glen Condominium".

4. **Purposes.** The purposes of the Condominium shall continue to be as set forth in the Declaration (encompassing the additional property added hereby).

5. **Improvements Description.** The property being added by this amendment consists of 0.442 acres of land, on which is situated one (1) residential building containing 6 units. Improvements on such property are compatible in terms of quality of construction, principal materials used, and architectural style and design to the improvements now a part of the Condominium Property.

6. **Units.**

a. **Unit Designation.** Each of the Units added to the Condominium is designated on the drawings filed simultaneously herewith, by a building number followed by a unit number, where that Unit is located. A listing of the proper Unit designations (and the proper Unit designations of all Units in the Condominium), are shown on the attached Exhibit B.

b. **Composition of Units.** Each Unit added hereby consists of the space in the building designated on the Drawings filed simultaneously herewith, including and excluding, as appropriate, those same items as are described and defined in the description of Units in the Declaration. The location of each Unit added hereby is shown on the Drawings filed herewith.

c. **Unit Locations.** The location of each Unit added hereby is shown on the Drawings filed simultaneously herewith.

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7. **Common and Limited Common Areas.**

a. **Common Areas.** All of the property described in Exhibit A, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the amendment to the Drawings filed herewith as a part of a Unit, are Common Areas.

b. **Limited Common Areas.** Those portions of the Common Areas that are added hereby that are labeled to designated "LCA" or "limited common areas" on the Drawings filed herewith, are Limited Common Areas. These Limited Common Areas are reserved for the exclusive use of the Units which those improvements are designed to serve.

c. **Percentages of Ownership.** The undivided interest in the Common Areas appurtenant to all Units in the Condominium as expanded hereby, and as thereby allocated and reallocated, are shown in the attached Exhibit B, and are all equal to one/thirty-second (1/32<sup>nd</sup>). The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas.

Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

8. **Effects of Expansion.** Upon the filing for record of this Amendment to the Declaration adding the property described in Exhibit A to the Condominium Property:

a. the property shall hereafter be subject to all of the terms and provisions of the Declaration, to the same extent and with the same effect as if that property had been initially part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan shall run with and will and bind such property in the same manner, to the same extent, and with the same force and effect as the terms of the Declaration apply to the original Condominium Property;

b. the owner or owners of Units within such property shall thereupon become members of the Condominium Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

c. in all other respects, all of the provisions of the Declaration shall include and apply to such property, and to the owners, mortgagees and lessees of Units thereon, with equal meaning and of like force and effect.

Drawings, as required by the Ohio Revised Code, are filed herewith showing the information required with respect to the property added by this amendment.

IN WITNESS WHEREOF, this amendment has been executed on behalf of the Declarant on this 3<sup>rd</sup> day of December, 2003.

KBS Darby Park, LLC

By: Khempco Building Supply Company Limited Partnership

By   
George R. Nickerson, Vice President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

Before me, a notary public, personally appeared George R. Nickerson, the Vice President of Khempco Building Supply Company Limited Partnership, the sole member

of KBS Darby Park, LLC, an Ohio Limited Liability Company, the Declarant herein, who acknowledged the execution of this document to be his free act and deed, on behalf of Khempco Building Supply company Limited Partnership, acting on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 3<sup>rd</sup> day of December, 2003.



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Notary Public

**KENTON L. KUEHNLE**  
ATTORNEY-AT-LAW  
NOTARY PUBLIC FOR STATE OF OHIO  
LIFETIME COMMISSION

DECLARATION OF CONDOMINIUM  
DORSET GLEN CONDOMINIUMLegal Description-Property Added  
(Third Amendment, 0.442 Acre)

Situated in the State of Ohio, County of Franklin, City of Hilliard, being in Virginia Military Survey No. 6366, containing 0.442 acre of land, more or less, said 0.442 acre being out of that 6.250 acre tract of land described in the deed to KBS Darby Park, LLC, of record in Instrument No. 200208300215955, Recorder's Office, Franklin County, Ohio, said 0.442 acre being more particularly described as follows:

Beginning, for reference, at an aluminum cap set in concrete (Franklin County, Monument FCGS 5540) at the centerline intersection of Cosgray Road and Scioto Darby Road; thence N87°40'03"E, with the centerline of Scioto Darby Road, a distance of 874.00 feet to a P.K. nail found at the northeasterly corner of that 23.151 acre tract of land referred to as Parcel I and described in Exhibit "A" in the deed to the City of Hilliard, of record in Official Record 13308E05, the same being the northwesterly corner of that 0.454 acre tract of land described in the deed to the City of Hilliard, of record in Instrument No. 200007240145544, both being of record in the Recorder's Office, Franklin County, Ohio; thence S6°14'00"E, with an easterly line of said 23.151 acre tract, with the westerly line of said 0.454 acre tract and with the westerly line of that 2.447 acre tract of land referred to as Darby Park Condominium and as described in Exhibit "A" in Instrument No. 200105220112448, Recorder's Office, Franklin County, Ohio, crossing a 3/4-inch (I.D.) iron pipe found in the southerly right-of-way line of said Scioto Darby Road at a distance of 50.12 feet, a total distance of 643.99 feet to a 3/4-inch (I.D.) iron pipe found at the true point of beginning;

Thence, from said true point of beginning, N83°46'00"E, a distance of 94.00 feet to a point;

Thence S6°14'00"E a distance of 150.58 feet to a point of curvature;

Thence, with the arc of a curve to the left, having a radius of 61.00 feet, a central angle of 44°56'26", and a chord that bears S28°42'13"E, a chord distance of 46.63 feet to a point on a curve;

Thence with the arc of a curve to the right having a radius of 30.00 feet, a central angle of 41°16'36" and a chord that bears S63°07'42"W, a chord distance of 21.15 feet to the point of tangency;

Thence S83°46'00"W, a distance of 92.03 feet to a 3/4-inch (I.D.) iron pipe set in the easterly line of said 23.151 acre tract, the same being in the westerly line of said 6.250 acre tract;

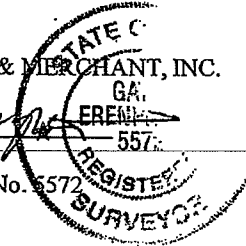
Thence N6°14'00"W, with the easterly line of said 23.151 acre tract, and with the westerly line of said 6.250 acre tract, a distance of 201.12 feet to the true point of beginning and containing 0.442 acre of land, more or less.

Subject to all rights-of-way, easements and restrictions, if and, of previous record.

We hereby state that the foregoing description was prepared from information obtained from actual field surveys conducted by Bauer, Davidson & Merchant, Inc. in November of 2003.

The bearings referred to in the above description correspond to the bearing N87°40'03"E as given for the centerline of Scioto Darby Road and as described in the deed to Jeffery A. Yocca Builders, Inc., of record in Instrument No. 200001190012926, Recorder's Office, Franklin County, Ohio;

BAUER, DAVIDSON & MERCHANT, INC.  
Consulting Engineers  
*Gatis Erenpreiss*  
Gatis Erenpreiss  
Professional Surveyor No. 5572



**Exhibit B**

Unit	Address	Bedrooms	Baths	Square Footages*		% Int. Common Areas
				Living	Garage	
3-3952	3952 Darby Park Road	3	2 1/2	1778	220	1/32 <sup>nd</sup>
3-3956	3956 Darby Park Road	3	2 1/2	1603	220	1/32 <sup>nd</sup>
3-3960	3960 Darby Park Road	3	2 1/2	1603	220	1/32 <sup>nd</sup>
3-3964	3964 Darby Park Road	3	2 1/2	1778	220	1/32 <sup>nd</sup>
6-3953	3953 Hill Park Road	3	2 1/2	1630	220	1/32 <sup>nd</sup>
6-3955	3955 Hill Park Road	2	2 1/2	1357	220	1/32 <sup>nd</sup>
6-3957	3957 Hill Park Road	3	2 1/2	1522	220	1/32 <sup>nd</sup>
6-3959	3959 Hill Park Road	3	2 1/2	1522	220	1/32 <sup>nd</sup>
6-3961	3961 Hill Park Road	2	2 1/2	1357	220	1/32 <sup>nd</sup>
6-3963	3963 Hill Park Road	3	2 1/2	1630	220	1/32 <sup>nd</sup>
7-3969	3969 Hill Park Road	3	2 1/2	1630	220	1/32 <sup>nd</sup>
7-3971	3971 Hill Park Road	2	2 1/2	1357	220	1/32 <sup>nd</sup>
7-3973	3973 Hill Park Road	3	2 1/2	1522	220	1/32 <sup>nd</sup>
7-3975	3975 Hill Park Road	3	2 1/2	1522	220	1/32 <sup>nd</sup>
7-3977	3977 Hill Park Road	2	2 1/2	1357	220	1/32 <sup>nd</sup>
7-3979	3979 Hill Park Road	3	2 1/2	1630	220	1/32 <sup>nd</sup>

\* Square footages are measured using the method traditionally used in the industry, from the center of the interior walls to the outside surface of exterior walls, although the unit itself goes only to the interior surface of the walls.



Unit	Address	Bedrooms	Baths	Square Footages*			% Int. Common Areas
				Living	Garage	Total	
8-3985	3985 Hill Park Road	3	2 1/2	1630	220	1850	1/32 <sup>nd</sup>
8-3987	3987 Hill Park Road	2	2 1/2	1357	220	1577	1/32 <sup>nd</sup>
8-3991	3991 Hill Park Road	3	2 1/2	1522	220	1742	1/32 <sup>nd</sup>
8-3993	3993 Hill Park Road	3	2 1/2	1522	220	1742	1/32 <sup>nd</sup>
8-3995	3995 Hill Park Road	2	2 1/2	1357	220	1577	1/32 <sup>nd</sup>
8-3997	3997 Hill Park Road	3	2 1/2	1630	220	1850	1/32 <sup>nd</sup>
11-3982	3982 Hill Park Road	3	2 1/2	1630	220	1850	1/32 <sup>nd</sup>
11-3984	3984 Hill Park Road	2	2 1/2	1357	220	1577	1/32 <sup>nd</sup>
11-3986	3986 Hill Park Road	3	2 1/2	1522	220	1742	1/32 <sup>nd</sup>
11-3988	3988 Hill Park Road	3	2 1/2	1522	220	1742	1/32 <sup>nd</sup>
11-3990	3990 Hill Park Road	2	2 1/2	1357	220	1577	1/32 <sup>nd</sup>
11-3992	3992 Hill Park Road	3	2 1/2	1630	220	1850	1/32 <sup>nd</sup>
12-3965	3965 Darby Park Road	3	2 1/2	1778	220	1998	1/32 <sup>nd</sup>
12-3969	3969 Darby Park Road	3	2 1/2	1603	220	1823	1/32 <sup>nd</sup>
12-3973	3973 Darby Park Road	3	2 1/2	1603	220	1823	1/32 <sup>nd</sup>
12-3977	3977 Darby Park Road	3	2 1/2	1778	220	1998	1/32 <sup>nd</sup>

\* Square footages are measured using the method traditionally used in the industry, from the center of the interior walls to the outside surface of exterior walls, although the unit itself goes only to the interior surface of the walls.



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Robert G. Montgomery  
Franklin County Recorder

**AMENDMENT TO CROSS-EASEMENT AGREEMENT**

This Amendment to Cross-Easement Agreement is made this 19<sup>th</sup> day of January, 2004, by and between KBS Darby Park, LLC (KBS), Darby Park Condominium Association (Darby), and Dorset Glen Condominium Association (Dorset).

Whereas, a certain Cross-Easement Agreement, was recorded in Franklin County, Ohio, on August 30, 2002, in Instrument Number 200208300215960, and,

Whereas, pursuant to paragraph 6 of the said Cross-Easement Agreement, KBS, Darby and Dorset are given express power to amend the said agreement; and,

Whereas, KBS, Darby and Dorset desire to amend the said Cross-Easement Agreement to further define their respective maintenance duties and responsibilities for the common roadways, landscaping, and entranceway facilities used by KBS, Dorset Glen Condominium Association and Darby; and,

Whereas, KBS is the developer of the Dorset Glen Condominium which has been declared as a condominium pursuant to Ohio law, and which is adjacent to Darby; and,

Whereas, Dorset Glen Condominium Association is now controlled by KBS pursuant to Ohio law and the Declaration of Condominium for Dorset Glen Condominium; and,

Whereas, KBS, Darby and Dorset intend for this Amendment to become effective and be enforceable only upon the assumption of complete control of the Dorset Glen Condominium Association by the unit owners of Dorset Glen Condominium pursuant to Ohio law and the Declaration of Condominium for Dorset Glen Condominium.

Now Therefore, the said Cross-Easement Agreement is amended to provide the following:

1. **Road Maintenance.** Dorset Glen Condominium Association and Darby shall share in the maintenance of the entranceway facilities to the Darby property and the portion of Darby Park Road that run through the Darby property and connects with the KBS property, (which KBS property will ultimately be part of the Dorset Glen Condominium Association), as shown on the attached Exhibit A, and excluding any portions of driveways for individual units, in the following percentages: Dorset Glen Condominium Association, 75% and Darby, 25%. Maintenance and repairs shall include all costs for the care for, and replacement of, the joint entry signage, asphalt on the portion of the Darby Park Road described above, and snow and ice removal.

*Allen Kuehnle & Stovall Box*

TRANSFERRED  
NOT NECESSARY  
JAN 30 2004  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
JOSEPH W. TESTA  
FRANKLIN COUNTY AUDITOR

2. **Landscaping.** Dorset and Darby shall share in the costs for landscape maintenance including, without limitation, the landscaped portion of the Darby property (lawn, mounds and planting beds across the frontage of the property on Scioto-Darby Road, marked as "Landscaping area" on the attached Exhibit A) in the following percentages: Dorset 75% and Darby 25%. Landscape maintenance shall include mowing, any lawn treatments, planting material replacement, bedding maintenance and replacement, pest treatment, and any other landscaping or lawn maintenance work deemed advisable by the parties.
3. **Contracts.** All contracts for road repair and maintenance, signage repair and maintenance, or landscaping as set out herein shall be approved by both Dorset and Darby, or their respective successors and assigns, including the condominium boards of each. Dorset shall have the authority to bid out any work required, sign all agreements contingent upon Darby's approval, and present the winning contract to Darby for approval. In the event that the parties cannot agree on the amount of a contract, the timing for the performance of the work, the scope of the work, or the contractor to perform the work, the matter shall be submitted to arbitration by an independent arbitrator acceptable to Darby and Dorset, and if the parties are unable to agree upon a single arbitrator, then by a panel of three arbitrators, one selected by each of the condominium associations and a third arbitrator selected by the first two. The decision of the single arbitrator (or the decision of the majority of the three arbitrators) shall be final and binding on the parties.
4. **Maintenance of Signage.** Darby and Dorset shall support the continuation of the joint use of shared signage by Darby and Dorset, and the continued use of the temporary development sign belonging to KBS (at the location marked "temporary sign" on the attached Exhibit A, and shall not initiate, and shall join in opposition to, any attempt to restrict, prohibit or diminish Dorset's or KBS's right to signage at the locations of the current shared and temporary signage.
5. **Other Terms Unchanged.** All terms of the said Cross-Easement Agreement not amended or changed hereby shall remain in full force and effect.
6. **Effective Date.** This Amendment shall become effective and enforceable upon the turnover by KBS of complete control of the Dorset Glen Condominium Association to the unit owners of Dorset Glen Condominium.

In Witness Whereof, the parties have hereunto set their hands on the day and year shown above.

Darby Park Condominium Association

By: Lawrence J. Rezak

ACKNOWLEDGMENT

State of Ohio, County of Franklin, ss:

Before me, a Notary Public, personally appeared Lawrence Rezak  
the President of Darby Park Condominium Association, and swore  
that the signing hereof is his/her free and voluntary act and deed and that he/she is  
duly authorized in the premises, this 10 day of December, 2003.

Patricia E. Bellar  
Notary Public



PATRICIA E. BELLAR  
Notary Public, State of Ohio  
My Commission Expires 04-14-05

Dorset Glen Condominium Association

KBS Darby Park, LLC

By: Cathy Brownfield

By: James D. Schrim

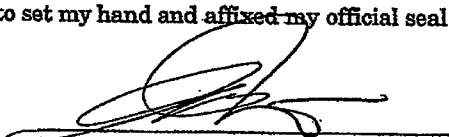
By: Charlotte W. Crisp

ACKNOWLEDGMENT

State of Ohio, County of Franklin, ss:

Before me, a Notary Public, personally appeared Cathy Brownfield and Charlotte Crisp, Directors, the President and Secretary, respectively, of Dorset Glen Condominium Association, who acknowledge the execution of this instrument to be their free act and deed, on behalf of Dorset Glen condominium Association, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my hand and affixed my official seal on this 19 day of January, 2008.

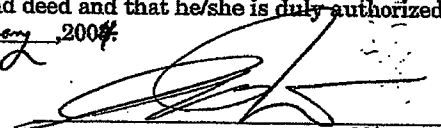
  
Notary Public

GEORGE R. NICKERSON,  
Attorney-At-Law  
NOTARY PUBLIC, STATE OF OHIO  
LIFETIME COMMISSION  
SECTION 147.03 R. C.

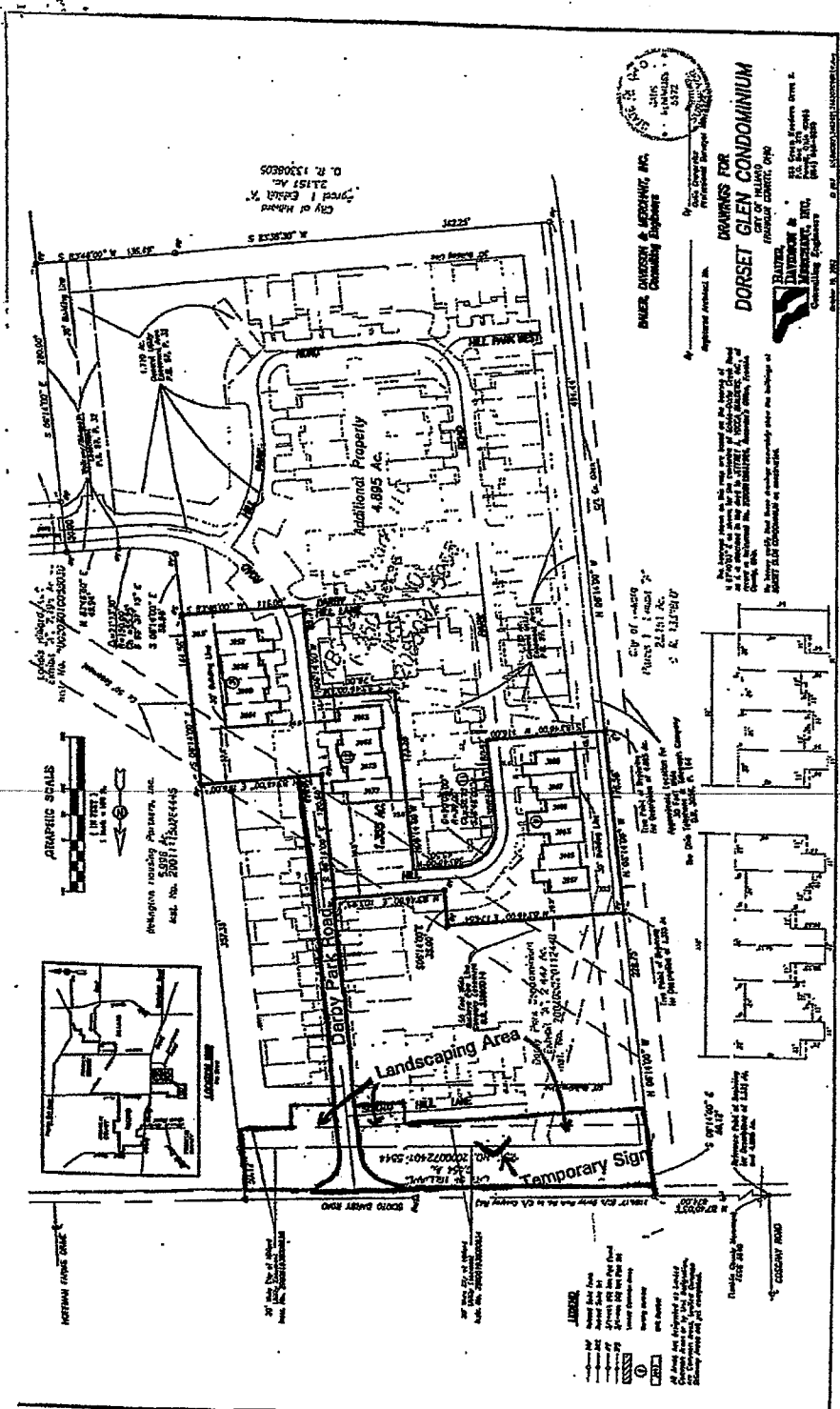
ACKNOWLEDGMENT

State of Ohio, County of Franklin, ss:

Before me, a Notary Public, personally appeared James Schrim the Vice President of KBS Darby Park LLC, and swore that the signing hereof is his/her free and voluntary act and deed and that he/she is duly authorized in the premises, this 19 day of January, 2008.

  
Notary Public

GEORGE R. NICKERSON,  
Attorney-At-Law  
NOTARY PUBLIC, STATE OF OHIO  
LIFETIME COMMISSION  
SECTION 147.03 R. C.



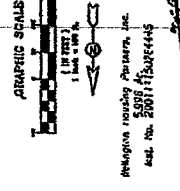
City of Newark  
 Fred I. Edick, Jr.  
 21151 No.  
 D. R. 1308025



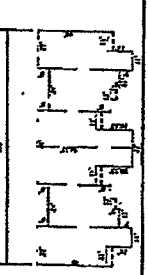
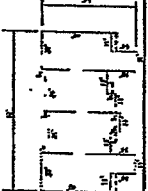
DAVIDSON & MORGENTHAU, INC.  
 Consulting Engineers  
 100 Commercial Street  
 Newark, N. J. 07102

**DRAWINGS FOR  
 DORSET GLEN CONDOMINIUM**

CITY OF NEWARK  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEER OF PUBLIC WORKS  
 100 STATE STREET, ROOM 200  
 NEWARK, N. J. 07102



NEWARK PLANNING PARTNERS, INC.  
 507 S. 1ST ST.  
 NEWARK, N. J. 07102  
 TEL. NO. 200-1150



- LEGEND**
- ① Proposed Building Footprint
  - ② Existing Building Footprint
  - ③ Existing Driveway
  - ④ Existing Parking Area
  - ⑤ Existing Landscaping Area
  - ⑥ Existing Utility Lines
  - ⑦ Existing Easement
  - ⑧ Existing Right-of-Way
  - ⑨ Existing Street
  - ⑩ Existing Sidewalk
  - ⑪ Existing Curbs
  - ⑫ Existing Trees
  - ⑬ Existing Fences
  - ⑭ Existing Walls
  - ⑮ Existing Foundations
  - ⑯ Existing Foundations
  - ⑰ Existing Foundations
  - ⑱ Existing Foundations
  - ⑲ Existing Foundations
  - ⑳ Existing Foundations