

141

MINI - 11192

RECORDED THIS DATE  
JANE VIGNOS  
STARK COUNTY RECORDER

99 OCT 27 AM 11:55

FEE 378.00

1999080188

**DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR THE BRIDLEWOOD VILLAGE CONDOMINIUM**

**CERTIFICATE OF AUDITOR**

A copy of this Declaration, with Bylaws and Drawings attached, was filed with this office on the 25<sup>th</sup> day of October, 1999.

\_\_\_\_\_  
Stark County Auditor

By Patricia A. Falset  
Deputy Auditor

This Instrument Prepared By:

Thomas W. Winkhart, Attorney at Law  
KRUGLIAK, WILKINS, GRIFFITHS &  
DOUGHERTY CO., L.P.A.  
4775 Munson Street, NW  
P.O. Box 36963  
Canton, Ohio 44735-6963  
Phone (330) 497-0700  
Facsimile (330) 497-4020

INDEX	<u>5</u>
DESCRIPTION	<u>0</u>
CROSS REF	

**BRIDLEWOOD VILLAGE CONDOMINIUM**  
**DECLARATION INDEX**

		<b>Page</b>
1.	<u>RECITALS</u> .....	8
2.	<u>DEFINITIONS</u> .....	8
3.	<u>THE LAND</u> .....	10
4.	<u>NAME</u> .....	11
5.	<u>THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM</u>	
	<u>PROPERTY</u> .....	11
	(a) .....	<u>Purpose</u>
	.....	11
	(b) .....	<u>Restrictions and Conditions on Condominium Use</u>
	.....	11
	(i) .....	<u>Unit Uses</u>
	.....	11
	(ii) .....	<u>Common Area Uses</u>
	.....	11
	(iii) .....	<u>Unit Exterior Restrictions</u>
	.....	12
	(iv) .....	<u>Limited Condominium Uses</u>
	.....	12
	(v) .....	<u>Vehicle Parking</u>
	.....	13
	(vi) .....	<u>Association Membership</u>
	.....	13
	(vii) .....	<u>Condominium Administration</u>
	.....	13
	(viii) .....	<u>Compliance with Condominium Documents</u>
	.....	13
	(ix) .....	<u>Common Expenses Contribution</u>
	.....	13
	(x) .....	<u>Pets</u>
	.....	13
	(xi) .....	<u>Structural Integrity</u>
	.....	14
	(xii) .....	<u>Building on Easements</u>
	.....	14
	(xiii) .....	<u>Signs</u>
	.....	14
	(xiv) .....	<u>Notice of Unit Mortgage Status</u>
	.....	15
	(xv) .....	<u>Association President</u>



	(d)	.....	<u>Voting Rights</u>	23
	(e)	.....	<u>Board of Managers</u>	23
	(f)	.....	<u>Maintenance of Common Area</u>	24
	(g)	.....	<u>Improvements Within Units</u>	25
	(h)	.....	<u>Necessary and Proper Acts</u>	25
	(i)	.....	<u>Delegation of Authority</u>	25
	(j)	.....	<u>Latent or Patent Defects</u>	26
	(k)	.....	<u>Construction Defects</u>	26
11.			<u>DUTIES OF UNIT OWNERS</u>	26
	(a)	.....	<u>Maintenance and Repair</u>	26
	(b)	.....	<u>Report Defects</u>	27
	(c)	.....	<u>Non-disturbance of Others</u>	27
	(d)	.....	<u>Pay for Utilities</u>	28
	(e)	.....	<u>Comply With This Declaration</u>	28
	(f)	.....	<u>Deed or Other Instrument Affecting Title</u>	28
	(g)	.....	<u>Negative Covenants</u>	28
12.			<u>PERSON TO RECEIVE SERVICE OF PROCESS</u>	28
13.			<u>INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION</u>	29
	(a)	.....	<u>Insurance to be Obtained</u>	29
	(i)	.....	<u>Property</u>	29
	(ii)	.....	<u>Liability</u>	29
	(iii)	.....	<u>Worker's Compensation</u>	29
	(iv)	.....	<u>Other</u>	29

	(b) .....	<u>General Provisions Governing Insurance</u>	30
	(c) .....	<u>Damage and Destruction</u>	32
	(i) .....	<u>Adjustment of Loss; Determination of Cost</u>	32
	(ii) .....	<u>Responsibility for Restoration</u>	33
	(iii) .....	<u>Election Not to Restore After Damage or Destruction; Sale of Condominium Property</u>	33
	(d) .....	<u>Repairs and Restoration</u>	33
	(e) .....	<u>Responsibility of Unit Owner</u>	34
	(f) .....	<u>Waiver of Subrogation</u>	34
14.		<u>MECHANIC'S LIENS</u>	34
15.		<u>EASEMENTS</u>	34
	(a) .....	<u>Encroachments</u>	34
	(b) .....	<u>Easement of Access for Repair, Maintenance and Emergencies</u>	35
	(c) .....	<u>Owner's Right to Ingress and Egress and Support</u>	35
	(d) .....	<u>Declarant's and Association's Right to Use of Common Area</u>	35
	(e) .....	<u>Easements Deemed Created</u>	35
	(f) .....	<u>Utility Easements</u>	36
	(g) .....	<u>Easement Agreement for Ingress and Egress</u>	38
	(h) .....	<u>Easements to Run with Land</u>	38
	(i) .....	<u>Reference to Easements in Deeds</u>	39
	(j) .....	<u>Non-Mergers of Easements</u>	39
16.		<u>ASSESSMENTS AND LIEN OF ASSOCIATION</u>	39
	(a) .....	<u>General</u>	39
	(b) .....	<u>Division of Common Profits and Common Expenses</u>	39
	(c) .....	<u>Non-Use of Facilities</u>	39







## APPENDIX

APPENDIX A	DESCRIPTION OF CONDOMINIUM PROPERTY
APPENDIX B	PERCENTAGE OF OWNERSHIP INTEREST IN COMMON AREAS
APPENDIX C	BYLAWS OF BRIDLEWOOD VILLAGE CONDOMINIUM
APPENDIX D	DRAWINGS
APPENDIX E	CONDOMINIUM PLAT
APPENDIX F	DESCRIPTION OF ADDITIONAL PROPERTY

### DECLARATION BRIDLEWOOD VILLAGE CONDOMINIUM

This Declaration is made this \_\_\_\_\_ day of August, 1999, by **BRIDLEWOOD VILLAGE OF STARK COUNTY, LTD.**, an Ohio limited liability company (sometimes hereinafter called the "Declarant"), for the purpose of submitting certain property to Condominium use and ownership in accordance with the provisions of the Ohio Condominium Act, Ohio Revised Code Chapter 5311.

#### 1 RECITALS.

- (a) Declarant is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.
- (b) Declarant hereby submits to Condominium ownership as provided for in Chapter 5311 of the Ohio Revised Code the Condominium Property (hereinafter described), in accordance with this Declaration.

2 DEFINITIONS. Certain of the terms used in this Declaration and in the Bylaws which are annexed hereto as Appendix C and made a part hereof, are defined and shall have the following meanings, unless the context clearly indicates or requires otherwise:

- (a) "Act" means the Ohio Condominium Act as contained in Ohio Revised Code Chapter 5311, as may be amended.
- (b) "Assessment" means the determination of the share of common expenses and other charges which from time to time shall be payable by each Unit Owner. "Other charges" shall include, without limitation, the costs, expenses, and charges for repairs and replacements made by the Association which are the obligation and responsibility of the Unit Owner to make, any special charges made by the Association to the Unit Owner for special services rendered to the Unit Owner or his or her Unit and for special or extraordinary uses or consumptions attributable to such Unit Owner or his Unit, fines or damages resulting from the failure of the Unit Owner or of any occupant of the Unit to comply with any of the covenants, conditions, obligations, or restrictions contained in the Declaration or the Bylaws or with



- (l) "Condominium Property" means the land described in Appendix A, attached hereto and made a part hereof, all the buildings and other improvements and structures now or hereafter thereon, all easements, rights, and appurtenances belonging thereto, and all personal property now or hereafter used in connection therewith, which have been or are intended to be submitted to the provisions of the Act.
- (m) "Condominium Rules" or "Rules" mean such rules and regulations as the Declarant or Board from time to time may adopt relative to the use of the Condominium or of any part thereof.
- (n) "Declarant" means BRIDLEWOOD VILLAGE OF STARK COUNTY, LTD., an Ohio limited liability company, and its successors and assigns, provided that the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
- (o) "Declaration" means this instrument, including all exhibits, as the same may lawfully be amended from time to time.
- (p) "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.
- (q) "Limited Common Area" or "Limited Common Areas and facilities" means that portion of the Common Area which is designated herein as reserved for the use of the Owner or Owners of a certain Unit or Units to the exclusion of the Owners of other Units.
- (r) "Occupant" means the person lawfully in possession of a Unit, regardless of whether that person is a Unit Owner.
- (s) "Owner" or "Unit Owner" means any person or persons or other entity owning a Unit in fee simple absolute together with an undivided interest in the fee simple of a Common Area, including Limited Common Area.
- (t) "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
- (u) "Unit" means that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, including the use of Limited Common Areas and Common Area. The term "a Unit" as used herein is intended to be synonymous and consistent with the term "Unit" within the meaning of Chapter 5311.01(l) of the Act.

3 THE LAND. The land constituting the Condominium Property is located in the City of Alliance, County of Stark, and State of Ohio, with a portion of the Additional Property located

in the City of Alliance, County of Stark, and State of Ohio, a more complete description of which is attached hereto and marked Appendix A (The "Condominium Property").

4 NAME. The name by which the Condominium shall be known is BRIDLEWOOD VILLAGE CONDOMINIUM.

5 THE PURPOSE OF AND RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY.

(a) Purpose. BRIDLEWOOD VILLAGE CONDOMINIUM shall be used for residential use and other purposes incidental thereto, and for no other purpose, and the Common Areas and facilities shall be used for the joint and several benefit, convenience, and recreation of the Unit Owners, all subject to restrictions, easements, limitations, covenants, declarations, and conditions which are of record and/or which are set forth in this Declaration.

(b) Restrictions and Conditions on Condominium Use.

(i) Unit Uses. Each Unit shall be occupied and used only for private residential purposes by the Owner and his or her family, or by lessees or guests of the Owner and his family, or by lessees or guests of the Owner, except for such limited professional use as the Board or Declarant, upon application of an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium; provided, however, that the Declarant shall have the right to use any Units owned by the Declarant as "Model Suites" for the sale or leasing of such Units and Declarant shall have the right to use such Units as sales offices. This restriction shall not be construed to prohibit Owners from leasing their Units so long as the leases are in accordance with the terms of this Declaration and the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.

(ii) Common Area Uses. The Common Area and Limited Common Area shall not be used in a manner which is inconsistent with the residential character of the Condominium. The Common Areas (except the Limited Common Areas) shall be used in common by Unit Owners and occupants and their agents, servants, customers, invitees, and licensees, in accordance with the purposes for which they are intended, and as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of Units, provided, however, that unless expressly otherwise provided herein, no Common Area shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Unit Owners and occupants, subject to such rules and regulations as may from time to time be promulgated by the Board. Those portions of the Common Areas described herein and shown on the drawings as Limited Common Areas shall be used and possessed exclusively by the Unit Owners and occupants of the Unit

or Units served by the same, as specified in this Declaration, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board. No one shall obstruct, commit any waste in or otherwise cause damage beyond reasonable wear and tear to the Common Area or Limited Common Area; and except as hereinafter expressly provided, nothing shall be stored in the Common Area or Limited Common Area without the prior written consent of the Board or Declarant. Nothing shall be altered, constructed in, or removed from the Common Area or Limited Common Area without the prior written consent of the Board or Declarant. Each Owner shall maintain and keep in good order and repair the Unit owned by such Owner. Nothing shall be stored in the Limited Common Area which creates in the sole judgment of the Association an unsightly appearance.

- (iii) Unit Exterior Restrictions. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows or placed on the outside walls of the building or otherwise of the Unit, or any part thereof, and no sign, awning, screen door or storm door, canopy, shutter, or television or citizens band or other radio antenna or transmitter, or satellite dish (greater than 18 inches) or antenna, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, unless authorized by the Board, other than those originally provided by Declarant, and subject to such rules and regulations as the Board may adopt from time to time.
- (iv) Limited Condominium Uses. No noxious or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to the other Owners. No use shall be made of any part of the Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinance, or governmental regulation applicable thereto. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common Area or Limited Common Area, without prior written consent of the Board.

No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Areas and facilities which is in violation of any law or regulation of any governmental authority.

No Unit Owner shall permit any Hazardous Materials (the term "Hazardous Materials" is defined as any solid or hazardous or toxic waste or hazardous substance, as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Supra Fund Amendments and Reauthorization Act

of 1986, the Resource Conservation and Recovery Act, as amended or under any successor or similar law or any applicable federal, state, or local laws, ordinances, regulations, codes, rules, orders, decrees, as well as any other substance, the Ownership, possession, use, or storage or disposal of which is regulated under any federal, state or local laws, ordinances, regulations, codes, rules, or decrees, pertaining to environmental health or safety matters) to be used, generated, processed, discharged, stored, treated, disposed of, managed, or contained at said Unit.

- (v) Vehicle Parking. The Board may from time to time promulgate regulations restricting the parking of automobiles and other vehicles on the Common Areas and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.
- (vi) Association Membership. The Owner of a Unit or Units shall automatically upon becoming the Owner of a Unit or Units be a member of said Association and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. No Owner may elect to not be a member of the Association. This Association is established for the purpose of administering the Condominium Property except as set forth herein, it shall be responsible for all activities necessary for the proper operation of the Condominium.
- (vii) Condominium Administration. The Owners of Units covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Bylaws.
- (viii) Compliance with Condominium Documents. Each Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, the Condominium Rules, and the Purchase Agreement relating to the sale of the Condominium and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.
- (ix) Common Expenses Contribution. No Owner of a Unit may exempt himself from liability for his or her contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by the vacating or abandoning of his or her Unit.
- (x) Pets. Except as herein provided, no animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in a Unit, or in the

Common Area, provided, however, that a pet such as a dog, a cat, or tropical fish may be kept in Units, subject to rules and regulations adopted by the Association, and provided further that they are not kept, bred, or maintained for any commercial purposes; provided further that a Unit Owner, may have two dogs or two cats, not both, which dogs or cats shall be housed inside the Unit and shall only be permitted on the Common Area or Limited Common Area on a leash, and that the dogs or cats are a "non-vicious" breed. A Unit Owner who keeps a dog or cat shall at all times clean up after said dog or cat and shall be subject to fines instituted by the Association for a failure to properly clean up Common Areas and Limited Common Areas. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium upon three (3) days' written notice from the Board.

- (xi) Structural Integrity. Nothing shall be done in any Unit, or in, on, or to the Common Areas, which may impair the structural integrity of any improvement or which would structurally change any improvement except as is otherwise provided herein.
- (xii) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities and within any other area designated on the Drawings as being the location of underground utilities, whether pursuant to easement or otherwise, no structure, planting, or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retire the flow of water through the drainage channels in the easement areas or which may in any other way interfere with or alter the surface flow of water. Utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.
- (xiii) Signs. There shall be no "for sale" or "for rent" signs or other window displays or advertising maintained or permitted on any part of the property or on any Unit therein without the prior written consent of the Board. The right is reserved by the Declarant, however, or its agents, successors or assigns, to place "for sale" or "for rent" signs on any unsold or unoccupied Units and on those portions of the Common Area designated by Declarant, and the right is hereby given to any mortgagee who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgagee. In addition, after the sale of all the Units by the Declarant, the right is hereby given the Association or its representatives to place "for sale" or "for rent" signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of the Units by any Owner, mortgagee, or the Association.

























sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Unit and the Limited Common Areas and facilities which the Unit Owner is hereby obligated to care for.

- (iv) The Unit Owner shall maintain, repair, and replace all of the items described or referred to in parts (i), (ii), and (iii) of this subparagraph (a) which may require maintenance, repair, or replacement by reason of all breakage, damage, malfunctions, and/or ordinary wear and tear of such items.
  - (v) The Unit Owner shall maintain, repair, and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any occupant of his Unit, or the act or neglect of any invitee, licensee, or guest of such owner or occupant. Notwithstanding the foregoing obligation of the Unit Owner, the Declarant prior to the formation of the Association and the Board thereafter (or other Unit Owner in respect to his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an occupant, or their invitee, licensee or guests, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Declarant prior to the formation of the Association and the Board thereafter, the cost and expense thereof shall be a lien against the Unit Owner's ownership interest which is apparent prior to the formation of the Association and the Board thereafter, may assert and collect in the same manner as hereinafter set forth for nonpayment of his share of assessments. The right herein to assert and collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available herein, in law and in equity for recovery of the costs and expense so incurred.
  - (vi) All of the work required of the Unit Owner in this subparagraph (a) shall be performed by him promptly, properly, and in good workmanlike manner, using first class materials of equivalent or better quality than those originally installed or incorporated into the Condominium Property, and using competent and qualified labor.
- (b) Report Defects. Report promptly to the Board or a Managing Agent employed by the Condominium Association the need for any maintenance or repair to any portion of the Condominium Property which the Condominium Association is obligated to maintain or repair pursuant to this Declaration or the Bylaws.
  - (c) Non-disturbance of Others. Perform his duties and responsibilities in such manner so as not to unreasonably disturb other Unit Owners and occupants.

































the same proportion as their respective interests in other Common Areas. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

25. AMENDMENT OF DECLARATION AND BYLAWS.

- (a) Amendment by Declarant. Anything herein to the contrary notwithstanding, Declarant reserves the right to change the interior design and arrangements of all Units, to subdivide a single Unit into two or more Units, to combine (in whole or in part) two or more Units into a single Unit, and to alter the boundaries between the Units, so long as Declarant owns the Units so altered, subdivided, or combined, and so long as the exterior walls of the Building are not altered. If Declarant alters the boundaries between Units, combines Units, or subdivides a Unit, Declarant shall prepare, execute, and file with the Recorder of Stark County, Ohio, an appropriate amendment to this Declaration and the Drawings. The amendment shall reflect the change in percentage interest of such adjusted Units in the Common Area, but the aggregate of the percentage interest of the adjusted Unit(s) in the Common Area shall remain the same. The amendment of this Declaration reflecting such authorized alteration or subdivision of Units by Declarant need be signed and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, or lienors (other than first mortgagees of such Units), whether or not elsewhere required for an amendment. The amendments including the Drawings shall be duly filed for record by the Declarant. Declarant, on its own behalf as the Owner of all Units in the Condominium Property and on behalf of all subsequent Unit Owners, hereby consents and approves, and each Unit Owner and his mortgagees by acceptance of a deed conveying such Unit or interest therein or a Mortgage encumbering such Unit or interest therein, as the case may be, hereby consents to and approves all of the provisions of this paragraph. Each Mortgagee and Unit Owner upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed necessary or desirable by Declarant to effectuate these provisions. Each Unit Owner and his respective mortgagees by acceptance of a deed conveying the Unit or interest therein or a mortgage encumbering a Unit or interest therein, as the case may be, hereby irrevocably appoints Declarant his Attorney-in-fact, coupled with an interest, and authorizes, directs, and empowers such attorney, at the option of the attorney in the event that Declarant exercises the right reserved in this subparagraph to alter, combine, or subdivide Units, to execute, acknowledge, and record for and in the name of the Unit Owner an amendment or amendments of this Declaration and the Drawings attached hereto for such purpose and for and in the name of such respective mortgagees a consent to such amendment or amendments. Declarant further hereby reserves the right to perform and do such other acts and things as are necessary to carry out the intent and purposes of this subparagraph.
- (b) Amendment by Others. This Declaration and the Bylaws attached hereto as Appendix C may be amended upon the filing for record with the Recorder















prepaid, addressed to the Unit Owner (or anyone of them) at the mailing address of his Unit.

- (c) Services of Notices on Declarant. Unless otherwise expressly provided for herein, notices to Declarant shall be sent by registered or certified mail to: William J. Lemmon, 1201 South Main Street, North Canton, Ohio 44720 or to such other address as the Declarant may designate from time to time by notice in writing to Unit Owners other than Declarant.
- (d) Notice to Mortgagee. Upon written request to the Association by a holder, insurer, or guarantor of a mortgage on any Unit, which request includes the name, address, and Unit Number of the Unit on which it has the mortgage, the Association shall provide timely written notice to the same of the following:
  - (i) Any condemnation or casualty loss affecting a material portion of the Condominium and/or the Unit securing first mortgage;
  - (ii) Any sixty (60) day delinquency in the payment of assessments or charges of said Unit Owner;
  - (iii) A lapse, cancellation, or material modification of an insurance policy maintained by the Association; and
  - (iv) Any proposed action which requires the consent of a specified percentage of eligible mortgage holders.

30. CONDOMINIUM INSTRUMENT REQUIREMENTS.

- (a) General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.
- (b) Deposits. Any deposit or down payment made in connection with the sale of a Unit by Declarant or its agent shall be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of TWO THOUSAND DOLLARS (\$2,000) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

- (c) Association Control. Except as is set forth in paragraph 15 hereinabove, and except in its capacity as a Unit Owner of unsold units or potential owner of Units to be created on the Additional Property, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The Owners of the Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act and in accordance with the provisions of the within Declaration. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to assumption of the control of the Association by Unit Owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the Bylaws.
- (d) Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyer of a Unit from it, which are not enforceable by the buyer unless and until the sale of the Unit to the buyer is closed.
- (i) Units. For a period of one (1) year from the date the deed to buyer or other evidence of buyer's ownership of the Unit is filed for record, Declarant will cause to be repaired or, at its option, to be replaced, structural, mechanical, or other elements pertaining to the Unit (other than appliance or items which are separately warranted by their manufacturers) necessitated by a defect in material or workmanship. Declarant shall pay the full cost of labor and materials for any such repair or replacement.
- (ii) Common Areas and Facilities. For a period of two (2) years from the date the deed or other evidence of ownership is filed for record following the sale of the first condominium interest in the Condominium, Declarant will cause to be repaired or, at its option, to be replaced, the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium Property, as a whole, necessitated by a defect in material or workmanship. Declarant shall pay the full cost of labor and material for any such repair or replacement.
- (iii) Appliances, etc. Declarant assigns and passes through to buyer all express and implied warranties on appliances, if any, such as ranges, refrigerators, washing machines, clothes dryers, hot water heaters, disposals, dishwashers, and other similar items in the Unit which have been made to Declarant by the manufacturer of those appliances or items.

**DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE**













## APPENDIX B

### BRIDLEWOOD VILLAGE CONDOMINIUM

Building No.	"As-Constructed" Drawings (Exhibit No.)	Unit No.	Par Value	Percent Interest
19	Phase One - Sheets 1, 2, 3, and 4	19	10	<u>100.00</u>
		TOTAL		100%

Scanned from Original











































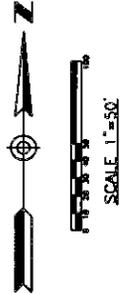
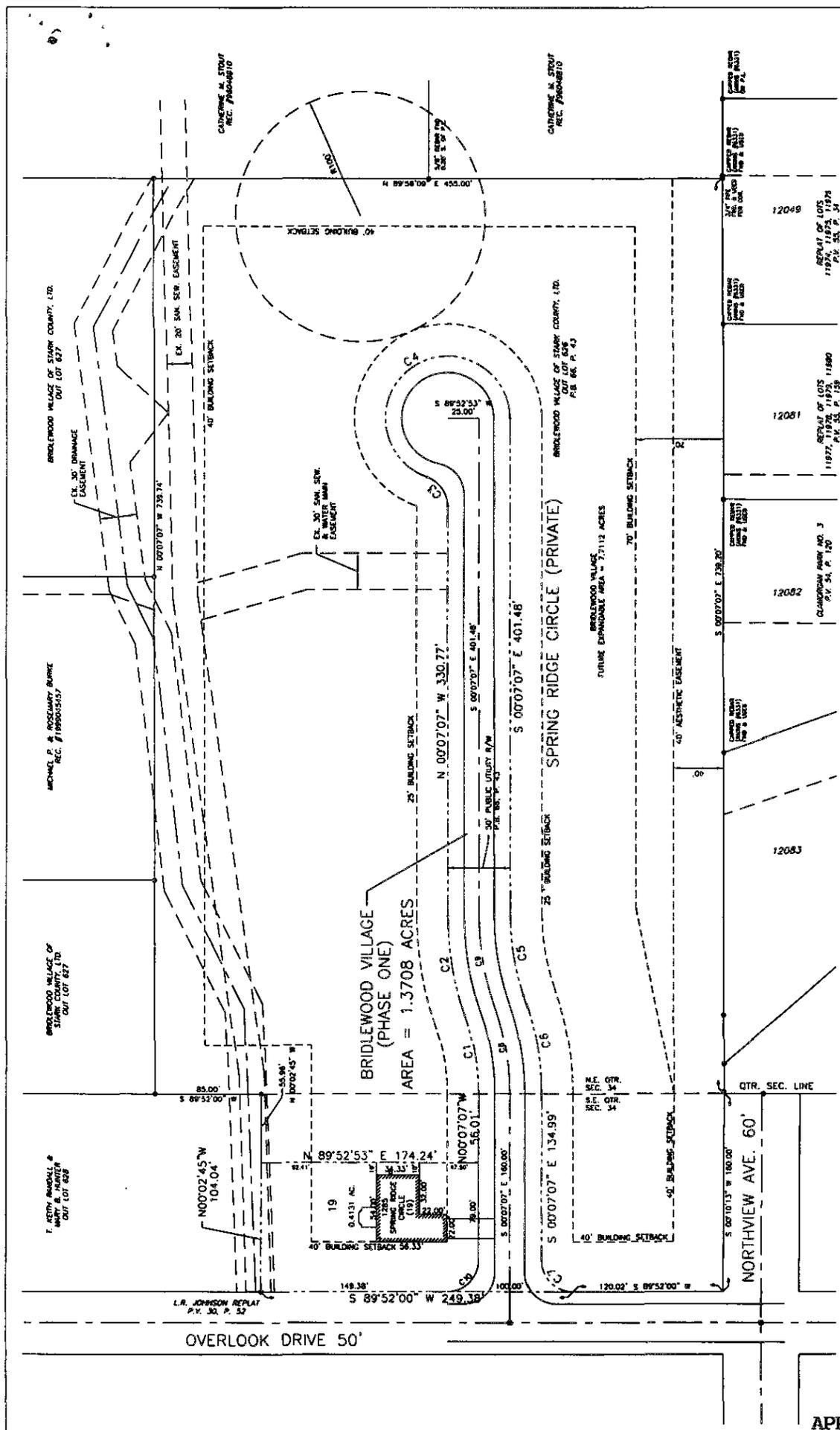












**LEGEND**

- FROM P.W. FOUND
- △ P.K. NAIL FIND
- STONE FOUND
- CURVE DATA
- UNIT AREA
- LIMITED CONDOM AREA



NO.	LENGTH	TANGENT	CHORD BEG.	RADIUS	DELTA
1	41.23	33.23	200.00	18.31	31.4
2	58.87	17.68	231.00	70.31	44.4
3	81.65	11.42	248.83	118.51	51.3
4	81.84	11.42	250.00	118.51	51.3
5	35.38	25.01	231.00	70.31	44.4
6	35.35	24.99	231.00	70.31	44.4

CHORD BEG.	RADIUS	DELTA
N 00°07'07" W	200.00	18.31
N 00°07'07" W	231.00	70.31
N 00°07'07" W	248.83	118.51
S 00°07'07" E	250.00	118.51
S 00°07'07" E	231.00	70.31
S 00°07'07" E	231.00	70.31
N 00°07'07" E	231.00	70.31
N 00°07'07" E	231.00	70.31

DELTA	CHORD BEG.	RADIUS
18.31	N 00°07'07" W	200.00
70.31	N 00°07'07" W	231.00
118.51	N 00°07'07" W	248.83
118.51	S 00°07'07" E	250.00
70.31	S 00°07'07" E	231.00
70.31	S 00°07'07" E	231.00
44.4	N 00°07'07" E	231.00
44.4	N 00°07'07" E	231.00

APPENDIX D-2









