

of-way, and all other rights necessary for Declarant to maintain facilities in the Common Areas which are identified in the Declaration and reasonably necessary to market the Units, including, but not necessarily limited to, sales and management offices, model Units, parking areas, and advertising signs. ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instrument of record which affect the above-described Real Property or any portion thereof, including, without limitation, any Mortgage or Deed of Trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Real Property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

Declarant hereby declares that the Project and every part is held and shall be held, conveyed, devised, leased, granted, encumbered, used, occupied, and otherwise affected in any manner, subject to the provisions hereof. All provisions hereof shall be deemed to run with the land as covenants running with the land, or as equitable servitudes, as the case may be, and shall bind all persons hereafter acquiring or owning any interest in the Project however such interest may be obtained.

III

THE BUILDINGS AND FACILITIES

A. The Project (in addition to the recreational facilities and other facilities and improvements provided therefor) consists of Ten (10) residential buildings containing a total of Forty (40) Units as shown in the Map.

The residential buildings and the number of Units contained therein are as follows:

| <u>BUILDING DESIGNATION</u> | <u>LEVEL</u> | <u>NUMBER OF UNITS PER BUILDING</u> |
|----------------------------------|--|--|
| 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 | Each Unit has First & Second Level | Each Building has Four (4) Units, Designated (A) (B) (C) (D) |

The exterior of said Buildings are partially brick and the balance is aluminum siding, with asphalt shingle roof 4/12 pitch.

B. All other details involving the respective descriptions and locations of the Buildings, Units, the number of stories, number of Unit and other like details are shown on the Map which is filed of record simultaneously herewith.

C. The Common Areas are as shown on the Map and as defined above.

D. The Map shows the Unit Number of each Unit, its location, dimensions from which its area may be determined, the limited Common Areas which are preserved for its use, and the Common Areas of the Project.

NATURE AND INCIDENCE OF CONDOMINIUM OWNERSHIPA. Division of Common Areas.

The Project is hereby divided into forty (40) Condominium Units, each consisting of a fee simple interest in a Unit and a 2.5 undivided fee simple interest in the Common Areas in accordance with the attached Exhibit "C". Such undivided interest in the Common Areas are hereby declared to be appurtenant to the respective Units. The proportionate share of the Unit Owners to the Common Areas has been arrived at by allocating an absolutely equal undivided interest in the Common Areas to each Unit.

B. Bridgewood Manor Homeowners Association.

All Unit Owners in the Project shall, upon becoming the same, automatically become members of the Bridgewood Manor Homeowners Association, which will maintain and administer certain facilities of the Project, shall maintain the Common Areas of the Project, shall enforce the covenants and restrictions as imposed in this Declaration, and shall collect and disperse assessments and charges created in this Declaration.

C. Title to Unit.

Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

D. No Separation of Interests.

No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of condominium ownership prescribed herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, the membership in the Association appurtenant to the Unit, and the exclusive right to use and occupy the Limited Common Area appurtenant to such Unit, shall always be conveyed, devised, encumbered, and otherwise affected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit or any part thereof shall constitute a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

E. Ownership of Common Areas.

The Common Areas shall be owned in common by all the Owners of Units and no Unit Owner may bring any action for partition thereof, except as provided by law.

V

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATIONA. Membership.

Membership in the Association shall be appurtenant to the Unit in which the Owner has the necessary interest. Neither membership in the Association nor any of the votes attributable to a membership shall be separated from the Unit to which the same appertains.

B. Voting Rights.

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Subject to the rights reserved in Declarant set forth below, the Association shall have one (1) class of voting membership which shall have, with respect to each Unit in which the interest required for membership is held, one (1) vote. Neither the issuance nor the holding of membership certificates or shares of stock shall be necessary to evidence membership in the Association. However, the Association is authorized to issue memberships if it deems such to be advisable or appropriate.

C. Multiple Ownership.

In the event there is more than one (1) Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association Meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to represent the intentions of all Owners of a particular Unit and presumed to be the vote attributable to the Unit concerned unless objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote attributable to such Unit shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

VI

EASEMENTS

A. Enjoyment of Common Areas.

Subject to the limitations contained in this Declaration, any Unit Owner shall have the nonexclusive right to the use and enjoyment of the Common Areas, and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein for the exclusive use of such Unit Owner.

B. Encroachment Easements.

If any part of the Common Areas shall encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall exist. If any part of a Unit shall encroach upon the Common Areas, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall exist. Such encroachment shall not be considered to be encumbrances either on the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building on the property, by error in the Map, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

C. Easements for Common Areas Repair.

Some of the Common Areas, are or may be located within the Units or may be conveniently assessable only through the Units. The Association and the Owners of the other Units shall have the irrevocable right, to be exercised by the Management Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or assessable therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Management Committee shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or as a

result of emergency repairs within another Unit or the instance of the Management Committee or of the Association shall be a common expense; provided, however, that if such damage is the result of the intent or negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Such damage for which the Owner is responsible shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage, and amounts owing by such Owners for these acts shall be collected by the Association by way of special assessment as provided herein.

D. Easements of Ingress and Egress.

Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas necessary for access to his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such right shall be appurtenant to and pass with the title to each Unit.

E. Association Easements.

The Association, shall have a nonexclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

F. Easements for Utility Services.

There is hereby created a blanket easement upon, across, over, and under the Common Areas for ingress, egress, insulation replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity, and other utility services.

G. Conveyances Subject to Easements.

All conveyances of Units hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are given under this Declaration even though no specific reference to such easements may appear in any such conveyance.

VII

RESTRICTIONS OF USE OF COMMON AREAS

Each Owner's right and easement of use and enjoyment concerning the Common Areas created hereby shall be subject to the following:

A. The right of the Association, without vote, and by the Management Committee and the Declarant to suspend an Owner's right to the use and enjoyment of any amenities included in the Common Areas for any period during which an assessment on such Member's Unit remains unpaid, and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of the Declaration or of any rules or regulations promulgated by the Association; provided, however, that there may be no limitation in the right of a Unit Owner to have ingress and egress to his Unit in the Common Areas.

B. The right of the Association, without vote, and by the Management Committee to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas.

C. The right of any governmental or quasi-governmental body having jurisdiction over the Common Areas to access and rights of ingress and egress over and across any street, parking

area, walkway, or open area contained within the Common Areas for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service.

D. The right of the Association, upon at least a 75% vote of the membership, or the Declarant to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such municipal, governmental and/or noncommercial purposes and subject to such conditions as may be agreed to by the Declarant or by the Owners, provided that no such dedication or transfer by the Association shall be effective unless written notice of the proposed agreement and action thereunder is sent to every Owner at least thirty (30) days in advance of any action taken unless an instrument signed by every Owner has been recorded, agreeing to such dedication, transfer, purpose or condition.

E. The right of the Association, upon a 100% vote, to borrow money for the purpose of improving the Common Areas and to mortgage the Common Areas, or any part thereof, to carry out such improvements.

VIII

MANAGEMENT COMMITTEE

A. Authority and Powers of Management Committee.

Except as hereinafter provided, the Project shall be managed, operated, and maintained by the Management Committee as agent for the Association. The Committee, in connection with its exercise of any of the powers hereinafter provided, shall take such action and execute instruments in the Association's name. The Management Committee shall have, and is hereby irrevocably granted, by the Association and the Unit Owners therein as their agent and on their behalf the following authority and powers:

1. The authority and responsibility to manage the business, property and affairs of the Association and enforce the provisions of the Declaration, the By-laws and any rules and regulations adopted by the Association governing the property.

2. The authority to grant or create on such terms as it deems advisable, utility easements over, under, across, and through the Common Areas.

3. The authority to execute and record, on behalf of all of the Unit Owners, any amendments to the Declaration or the Map which has been approved by the vote or consent of the Unit Owners necessary to authorize such amendment.

4. The power to sue and process suits when the Association is defendant in behalf of the Association.

5. The authority to enter into contracts relating to the Common Areas and other matters over which it has jurisdiction, so long as a 51% vote or consent of the Unit Owners has been obtained, at a special meeting called as provided in the By-laws, unless otherwise specified herein.

6. Subject to any limitations set forth herein, the power and authority to convey or transfer any interest in real property, so long as the vote or consent necessary under the circumstances have been obtained.

7. The power, in the name of the Association, and authority to purchase, or otherwise acquire, and accept title

to, any interest in real property, so long as such action has been authorized by a 90% vote or consent which is necessary under the circumstances.

8. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee and/or Association in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners.

9. The power and authority to perform any other acts and to enter into any other transactions on behalf of the Association, necessary for the Management Committee to perform its functions as agent for the Unit Owners. Any instrument executed by the Management Committee relating to the Common Areas of the Project that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith for value relies upon said instrument.

B. Composition of Committee, Election, Vacancy.

The Management Committee shall be composed of five members, each serving for a three-year term except that at the first election one Committee member shall be elected for a one-year term, two (2) members for a two-year term and two (2) members for a three-year term. Members shall serve on the Committee until their successors are elected. Only Unit Owners of Units shall be eligible for Committee membership. At the annual meeting each Unit Owner may cast one vote in favor of as many candidates or Committee memberships as there are seats on the Committee to be filled; provided, however, that until title to Units representing seventy-five percent (75%) of the votes of Unit Owners shall have been conveyed by Declarant to the purchasers thereof the Declarant alone shall have the right to select the Management Committee, which shall consist of three persons, who need not be members of the Association, until these Units have sold as provided in the By-laws; such right shall automatically terminate two years after the recording of this Declaration without regard to whether 75% of the Units have been sold. However, Declarant may waive the Right at any time prior to the conveyance of Units representing 75% of the votes of Unit Owners by (i) notifying Unit Owners in writing of such waiver of the Right, and (ii) filing for record in the office of the Davis County Recorder a written notice of waiver of the Right, whereupon Unit Owners shall promptly hold a meeting to elect a new Management Committee, it being established hereby that the control of the Unit Owners in the Management Committee shall automatically vest thirty (30) days following the date such waiver is recorded by Declarant. In the event a Committee seat which was filled by the Declarant becomes vacant, Declarant shall have the right to select a replacement member to sit on the Committee for the balance of the term associated with the vacated seat. In all other cases of vacancy, the remaining Committee members shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected; removal of any member of the Committee may be accomplished upon a 51% vote of the Unit Owners.

C. Right of Delegation to Manager.

The Management Committee may carry out any of its functions which are capable of delegation through a Manager. The Manager so engaged shall be responsible for managing the Common Areas and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself.

D. Payment for Services, Etc.

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The Management Committee may, on behalf of the Association, obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its functions in the Project. The Management Committee may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration from Association funds. It is recognized that the Committee shall arrange for snow removal, garbage removal, ground maintenance and other common services to the Project.

E. Personal Property Ownership and Use.

The Management Committee as agent for the Association may acquire and hold in the name of the Association for the use and the benefit of all of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the interests in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's interest in such property without any reference thereto, and such beneficial interest may in no event be reserved by the transferor of a Unit. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The Transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

F. Rules and Regulations.

The Management Committee may make reasonable rules and regulations governing the operations and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Management Committee may, in behalf of the Association, suspend any Owner's voting rights at the meeting of the Unit Owners during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owners under this Declaration. The Management Committee may also take judicial action in behalf of the Association, against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

G. Eligibility for Committee, and Members of First Committee.

With the exception of the Declarant's principals, only Unit Owners shall be eligible to be on the Management Committee. Until the first annual meeting of the Association is held, the members of the Committee, although numbering less than five (5) shall be Timmy Clark as Chairman, and Julie Clark as Secretary/Treasurer.

IX

ASSESSMENTS

A. Assessment Covenant.

Declarant, for each Unit owned by it within the Project, and for and as the Owner of the Project and every part thereof,

hereby covenants, and each Owner of any Unit by the acceptance of a Deed therefor, whether or not it be so expressed in the Deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association annual Common Assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

B. Common Assessments.

The total annual Common Assessments against all Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Units, which estimates may include, among other things, expenses of Management; grounds maintenance, taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting and heating; water charges; trash collection; sewer service charges; repairs, replacement and maintenance of Common Areas; wages for Management Committee employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

C. Apportionment of Assessments.

Assessments, whether Common or Special, attributable to the Common Areas and to the Project as a whole shall be apportioned among all Units in proportion to their respective undivided interests in the Common Areas. For this purpose Declarant shall be considered to own only the undivided interest in Common Areas based upon Units not conveyed by Declarant.

D. Annual Common Assessments.

Annual Common Assessments shall be made on a calendar year basis. The Management Committee shall give written notice to each Owner as to the proposed budget and the amount of the Annual Assessment with respect to this Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first Annual Assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee as the date of commencement of the Project. Each Common Assessment shall be due and payable in monthly installments on the 1st day of each and every month and no separate notices of such monthly installments shall be required. Each monthly assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

E. Special Assessments.

In addition to the Annual Common Assessments authorized hereunder, the Association may levy in any, upon a majority vote of the Association, assessment year a Special Assessment, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common

Areas. Declarant's interest in the Common Areas shall be determined on the same basis as set forth in subparagraph C. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due and payable if not within thirty (30) days after such date.

F. Assessment Liens.

All sums assessed to any Unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for: (i) valid taxes and special assessment liens on the Unit in favor of any governmental assessing authority; and (ii) encumbrances on the interest of the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which by law would be a lien prior to subsequently recorded encumbrances, including but not limited to a prior Mortgage secured by the Veterans Administration. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this section, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Management Committee and may be recorded in the office of the County Recorder of Davis County, Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Management Committee on behalf of the Association in the same manner in which Mortgages on Real Property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Owner shall also be required to pay to the Management Committee, any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall on behalf of the Association have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A release of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Davis County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

The Management Committee shall report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Management Committee written notice of such encumbrance.

Recorded at request of **UTAH TITLE CO.** Fee Paid \$ **64.50**
 Date **SEP 4 1981** at **4:06** M **CAROL DEAN PAGE** Recorder **Davis County**
 By **Tracey J. Swenson** Deputy Book **X.7.8** Page **686**

599826

DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND RESERVATIONS OF EASEMENTS
 OF BRIDGEWOOD MANOR, A CONDOMINIUM PROJECT

THIS DECLARATION OF CONDOMINIUM OF BRIDGEWOOD MANOR CONDOMINIUM, hereinafter referred to as "Declaration", is made and set forth the date executed below by T.C.P. Company, Timmy Clark, Julie Clark, Harold E. Babcock, and Betty S. Babcock, pursuant to the Utah Condominium Ownership Act.

RECITALS

A. The Declarant is the owner of the following described real property (hereinafter referred to as "Real Property") situated in Davis County, Utah, and more particularly described as follows: See Attached Exhibit "A".

B. The Real Property consists of the land above described, together with certain residential buildings and other improvements heretofore constructed, or hereafter to be constructed upon said land.

C. The land, the buildings, and all improvements thereon shall hereinafter collectively be referred to as "Project". All construction on the Project has been, or is to be, performed in accordance with the plans and drawings contained in the Record of Survey Map filed for record simultaneously herewith.

D. Declarant intends to sell various purchasers a fee title to the individual Units contained in the Project, together with the undivided ownership interest in the Common Areas appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

E. Declarant intends, by filing this Declaration and said Record of Survey Map, to submit the Project to the provisions of the Utah Condominium Ownership Act as the same may be amended from time to time, as a condominium project known as the "BRIDGEWOOD MANOR, a Utah Condominium Project".

DECLARATION

NOW, THEREFORE, for the foregoing purpose, the Declarant declares and certifies as follows:

A. Definitions. The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context otherwise requires:

1. Act. The term "Act" shall mean and refer to the Utah Condominium Ownership Act (Title 57, Chapter 9, Utah Code Annotated) as the same may be amended from time to time;

2. Project. The term "Project" shall mean and refer to the entire parcel of Real Property, together with all buildings and other improvements thereon and appurtenances thereto referred to in this Declaration;

3. Map. The term "Map" shall mean and refer to the Record of Survey Map of BRIDGEWOOD MANOR, A Utah Condominium

Platted ☐ Abstracted ☐
 On Margin ☐ Indexed ☐
 Compared ☐ Entered ☒

Project filed for record simultaneously herewith by the Declarant;

4. Declaration. The term "Declaration" shall mean and refer to this Declaration.

5. The term "Common Areas and Facilities" or simply the "Common Areas", shall mean and refer to:

(a) The above described land; as defined and delineated on the Map;

(b) Those Common Areas and Facilities specifically set forth and designated as such in the Map;

(c) That part of the Condominium Project not specifically included in the respective units as hereinafter defined;

(d) All foundations, columns, girders, beams, supports, main walls, exterior retaining walls, roofs, exterior walkways, service streets, yards, gardens, fences, all open parking spaces, installations of central services such as power, light, gas, all apparatuses and installations existing for common use, such community facilities as may be provided for, and all other parts of the Real Property necessary or convenient to its existence, maintenance and safety of the Common Areas or normally in common use;

(e) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein; and all other parts of the Project normally in common use, or necessary or convenient to the use, existence, maintenance, safety or management of the other Common Areas.

6. Unit. The term "unit" means that part of the Project owned in fee simple by Unit Owners intended for independent use as defined in the Act and as shown on the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, lower floors, upper ceilings, windows and window frames, door and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed, together with all fixtures and appliances therein contained.

7. Building. The term "Building" shall mean and refer to a structure containing or to contain Units.

8. Unit Owner. The term "Unit Owner" or "Owner" shall mean and refer to any person or entity, including the Declarant, at any time owning a Condominium Unit including a proportionate share of the Common Areas as defined herein. The term "Unit Owner" or "Owner" shall not refer to any mortgagee as herein defined, unless such mortgagee has acquired title pursuant to foreclosure proceedings, administrative sale proceedings, or any other proceeding or deed in lieu of foreclosure.

9. Common Expenses. The term "Common Expenses" shall mean all items, things, and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-laws, such rules and regulations, and other determinations and agreements pertaining to the Project as the Association shall from time to time adopt; including, but not limited to, monthly assessments for maintenance and repair of the Common Areas and replacement of any elements of the Common Areas that must be replaced on a periodic basis.

10. Association. The term "Association" shall refer to the BRIDGEWOOD MANOR HOMEOWNERS ASSOCIATION, consisting of

all Unit Owners acting as a group in accordance with this Declaration and the By-laws of the Association, a copy of which is attached hereto as Exhibit "B".

11. Mortgage. The term "Mortgage" shall mean and include both the Mortgage on any Unit and a Deed of Trust on any Unit.

12. Mortgagee. The term "Mortgagee" shall mean and include a Mortgagee under a Mortgage as described above.

13. First Mortgage. The term "First Mortgage" shall mean and include a Mortgage as defined above which holds a lien position first and prior on any Unit to that of any other Mortgage.

14. First Mortgagee. The term "First Mortgagee" shall mean and include a Mortgage or beneficiary under a First Mortgage as the latter term is defined above.

15. Limited Common Areas. The words "Limited Common Areas and Facilities" or sometimes simply "Limited Common Areas" shall mean those Common Areas designated herein or in the Map as reserved for the use of the particular Units to which they are adjacent, attached, pertinent, and/or designated to the exclusion of the other Units. The only Limited Common Areas of Project consist of two (2) parking spaces assigned to each Unit in the bank of parking in front of the Building where the Unit is located. The parking stalls assigned with the Unit have been assigned a letter corresponding with the letter of the Unit as shown on the Map.

16. Building Number. The term "Building Number" shall mean and refer to the number, letter, or combination thereof which designates a Building in the attached Exhibit "D" and on the Record of Survey Map.

17. Management Committee. The term "Management Committee" shall mean the Management Committee defined hereinafter and elected by the Homeowners Association to represent it in certain areas.

18. Manager. The term "Manager" shall mean the person, persons, corporation, or other entity engaged by the Management Committee to manage the affairs of the Project, if any.

II

SUBMISSION TO CONDOMINIUM OWNERSHIP

The Declarant hereby submits the above described land, buildings, and other improvements constructed thereon or hereafter to be constructed hereon, together with all appurtenances thereto, to the provisions of the Act as a Condominium Project to be known as "BRIDGEWOOD MANCR, A Condominium Project". RESERVED from the foregoing submission, however, are all easements, rights-of-way, and powers reasonable necessary to enable Declarant to have ingress and egress over, across, through, and under said Common Areas as may be reasonably necessary for Declarant: (i) to construct and complete each of the Buildings and all of the other improvements described in this Declaration or in the Survey Map, and to do all things reasonably necessary or proper in connection therewith; and (ii) for the purpose of making repairs required pursuant to the Declaration, contracts of sale to Unit purchasers, or otherwise required by law, or necessary to protect the Project and/or Declarant's interest therein. Also reserved to the Declarant are easements, rights-