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Instr: 200204220032367 04/22/2002  
 P: 1 of 17 F: \$74.00 1:03PM COND  
 Rick Campbell T20020001574  
 Stark County Recorder BX235

**FIRST AMENDMENT TO  
 DECLARATION OF  
 CONDOMINIUM OWNERSHIP  
 UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
 FOR  
 BENTLEY COURT CONDOMINIUM**

April 22, 2002

This is to certify that copies of the First Amendment to the Declaration, By-Laws and Drawings for Bentley Court Condominium have been filed this date with the Auditor of Stark County, Ohio.

*Janet Weir Creighton*  
 Auditor of Stark County, Ohio  
 by *Robert P. Michaels, Deputy*

This instrument prepared by:  
 Brian C. Cich, Esq.  
 Black, McCuskey, Souers & Arbaugh  
 1000 United Bank Plaza  
 220 Market Avenue, South  
 Canton, Ohio 44702  
 Telephone: (330) 456-8341

**FIRST AMENDMENT TO DECLARATION  
OF BENTLEY COURT CONDOMINIUM**

This First Amendment to the Declaration of Bentley Court Condominium is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, FIG, Ltd. ("FIG"), Regal Construction Co. (hereinafter referred to as "Regal"), successor in interest to FIG, and Bentley Court Condominium Association (the "Association"), pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

WITNESSETH:

WHEREAS, FIG has heretofore executed a Declaration of Condominium Ownership on May 5, 1994, for Bentley Court Condominium (the "Condominium"), which was filed for record with the Stark County, Ohio, Recorder on July 21, 1994, and is recorded in Volume 1682, Page 155 *et seq.*, of the Stark County, Ohio Records (the "Declaration"), and included in said Declaration is a legal description of the Condominium Property along with a Condominium Plat of said property; and

WHEREAS, pursuant to an agreement by and between Regal and FIG, Regal has agreed to acquire title to Units 8A, 8B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, 16B, 17A, 17B, 18A and 18B (collectively the "Regal Units"), along with all rights to construct the Regal Units; and

WHEREAS, in accordance with paragraph 10 of the "Definitions" section of the Declaration, FIG desires to designate Regal as successor "Declarant" for the Condominium as to the Regal Units; and

WHEREAS, pursuant to Article IX of the Declaration, the Declaration may be amended for the purposes set forth herein; and

WHEREAS, FIG and Regal have determined that additional Amendments to the Declaration are necessary; and

NOW, THEREFORE, Regal and FIG hereby submit the following amendments to the Declaration of Condominium Ownership for Bentley Court Condominium for the purposes set forth herein:

1. Paragraph 6 of the "Definitions" section of the Declaration is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

6. "Common Areas" means all of the Condominium Property, except that portion thereof described in Article V and shown on Exhibit B to the First Amendment to this Declaration, as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the provisions of the Condominium Law.

2. Paragraph 10 of the "Definitions" section of the Declaration is hereby deleted in its entirety and

the following is hereby substituted in lieu thereof:

10. "Declarant" means FIG, its successors and assigns, provided the rights, if any, specifically reserved to the Declarant under the By-Laws or hereunder shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights. For purposes of this Declaration, Regal shall only be considered "Declarant" in connection with the Regal Units and the completion of the Common Areas and improvements appurtenant to and servicing the Regal Units.

3. For purposes of the construction of Regal Units and the completion of the Common Areas and improvements appurtenant to and/or servicing the Regal Units, FIG hereby designates Regal Construction Co. as the successor "Declarant" in accordance with paragraph 10 of the "Definitions" section of the Declaration. For purposes of the Declaration, in connection with the Regal Units and the Common Areas appurtenant to and/or servicing the Regal Units, Regal shall be "Declarant".

4. Notwithstanding any provision in the Declaration or in this First Amendment, Regal shall not be liable for nor be obligated to perform any action, pay any assessments or costs, or perform pursuant to any warranty, required of FIG as Declarant for the units, and Common Areas and improvements appurtenant to and servicing such units, within the Condominium which are not specifically included within the Regal Units.

5. Paragraph 17 of the "Definitions" section of the Declaration is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

17. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units under Article V of this Declaration and as shown on Exhibit B to the First Amendment, and is that portion of the Condominium constituting a Unit or Units under the provisions of the Condominium Law.

6. Article III, Section 2(i), "Replacements", is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(i.) Replacements. Any buildings erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein or in the First Amendment to this Declaration, there shall not be constructed or maintained on any portion of the Common Area not devoted to residential buildings or units anything other than facilities for the common use of all Units.

7. Article III, Section 2(o), "Architectural Control", is hereby amended by addition of the following as the last sentence of such Section:

Provided that nothing in this subsection (o) shall be construed to limit or otherwise restrict Regal's ability to complete all of the Regal Units and improvements shown on Exhibit B to the First Amendment this Declaration. Regal, however, shall have no obligation to complete any or all of the Regal Units or improvements as shown on Exhibit B to the First Amendment this Declaration. Notwithstanding any other provision of this Declaration, the actual location, size and design of the

Regal Units, upon completion, are subject to reasonable variation at Regal's sole and exclusive election.

8. Article IV, Section 1, "Improvement Description", is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Section 1. Residential Buildings. There are to be twenty-two (22) residential buildings on the Condominium Property, each containing two (2) single-family residential units.

If a building has a basement, the basement of such building is to be constructed of concrete block with a cement floor, and the first and second floors are to be constructed of a wood frame with exterior aluminum siding or vinyl siding or brick. The roof is to be constructed of plywood or OSB sheathing and asphalt or fiberglass shingles. The buildings are located as shown on the plat attached to the First Amendment to this Declaration as Exhibit B. Each Unit will also contain an attached garage built with the same materials as the dwelling to which it is attached.

Section 2. Other. On the Condominium Property are roads, driveways and parking areas, sidewalks, fencing, post lamps, entrance-way signage, and green and open areas.

9. Article V, Section 1, "Unit Designation" is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Section 1. Unit Designation. Each Unit is designated by a number on the Drawings where that Unit is located. Information concerning the Units, with proper Unit designations, is shown on Exhibit B to the First Amendment to this Declaration. Notwithstanding any other provision of this Declaration, the actual location, size and design of the Units, including the Regal Units, upon completion, are subject to reasonable variation at Declarant's sole and exclusive election.

10. Article V, Section 2(b), "Unit Types, Sizes, Locations and Components" is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(b.) Unit Types, Sizes, Locations and Components. There will be at least four (4) types of Units. The first type has two (2) bedrooms and two (2) attached garage spaces and is designated as a "A" Unit on attached Exhibit D. The second type has two (2) stories, three (3) bedrooms and two (2) attached garage spaces and is designated as a "B" Unit on attached Exhibit D. The third type has two (2) stories, three bedrooms, living room and two (2) attached garage spaces and is designated as a "C" Unit on attached Exhibit D. The fourth type has one (1) story, two (2) bedrooms, great room, kitchen, two (2) bathrooms, a garden room (located on either the rear or side of such unit) and a two (2) car garage as shown on Exhibit D to the First Amendment to this Declaration. The location and composition of each Unit is shown on the Drawings attached to the First Amendment to this Declaration as Exhibit B, and attached to this Declaration and the First Amendment to this Declaration as Exhibit D. Each Unit has a direct access to Jackson Avenue and Knight Street via private road way owned by the Association. Notwithstanding any provision of this Declaration or the First Amendment to this Declaration, Regal reserves the right to introduce and utilize unit styles and floorplans other than those set forth in Exhibit D attached to the Declaration and to

the First Amendment to this Declaration.

11. Article VI, Section 3, "Percentage of Ownership", is hereby amended by deletion of the first paragraph of such Section in its entirety and substitution of the following in lieu thereof:

Section 3. Percentage of Ownership. The Owner or Owners of each Unit in the Condominium shall have a percentage of interest in the Common Areas equal to an undivided one forty-fourth (1/44) interest in all said Common Areas, except for a slight variation in percentage interest for Unit 8A which variation is necessitated by the requirements of Stark County, Ohio, and the Condominium Law. 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 shall not be separated from the Unit to which it appertains.

12. Article VI, Section 4, "Assumption of Control of Common Areas" is hereby amended by deletion of the second and third paragraphs of such Section in their entirety and substitution of the following in lieu thereof:

Except in its capacity as a Unit owner of unsold condominium interest, the Declarant will not regain a property interest in any of the Common Areas and Facilities after control of the condominium development is assumed by the Unit Owners' Association, except that in the case of a leasehold condominium development, it may retain the same interest in the Common Areas and Facilities as it retains in the entire condominium development.

Subject to Section 4 of the First Amendment to this Declaration, the Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of condominium ownership interests not yet sold, including, without limitation, the obligation to pay common expenses attaching to such interests, from and after the date this Declaration is filed for record. Notwithstanding any contrary provision of this Declaration or the First Amendment to this Declaration, Regal shall have no obligation to pay any accrued assessments, late charges, penalties, and/or common expenses for any Unit, including the Regal Units, which became due or accrued prior to completion of construction of the Regal Units. Further, in connection with the Regal Units, Regal shall not be liable to pay common expenses and/or assessments for each Regal Unit until such time that construction is completed for each Regal Unit. Upon completion of each Regal Unit, Regal shall be only responsible for the assessments and common expenses appurtenant to such completed Regal Unit and accruing for such Regal Unit from the time of completion of such Regal Unit.

13. Article XV, "Grants and Reservations of Rights and Easements", is hereby amended by addition of the following:

Section 9. Easements Reserved to Regal.

(a) Regal hereby reserves, on its own behalf and on behalf of its successors and assigns, the right and easement to enter upon the Condominium Property in order to install, maintain, repair, and replace pipes, wires, antennas, cables, towers, conduits, and other lines and facilities for the purpose of providing water, sanitary sewer, storm or drainage sewer, electrical, telephone, television, and other utility or quasi-utility services to and for part or all of the Condominium Property; the right and easement to utilize, extend and tie into any private roads, main line utility and service lines, and/or water wells, pumps or related equipment located in and/or a part of the Condominium Property as permitted by public authorities and any utility company involved, and to extend such roads and or lines into the Condominium Property to service the same; the right and easement to use such roads, pipes, wires, antennas, cables, towers, conduits, and other lines and facilities for the applicable services; and the right and easement to enter upon the Condominium Property to the extent necessary in order to construct, improve, demolish, reconstruct, remodel, repair or maintain the Regal Units and/or the Common Areas appurtenant to and/or servicing the Regal Units and/or other improvements.

(b) Regal hereby reserves, on its own behalf and on behalf of its successors and assigns, the nonexclusive right to use, maintain, and repair the roadways, driveways, pavement, sidewalks and parking areas, in common with all parties now or hereafter having any interest in the Condominium Property.

14. Article XVI, Section 1, "Types of Assessments" is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Section 1. Types of Assessments. Subject to the provisions of the First Amendment to this Declaration, including without limitation, Section 12 of the First Amendment to this Declaration, the Declarant for each Unit within the Condominium hereby covenants, and each Unit owner by acceptance of a deed to a Unit or land installment contract (whether or not it shall be so expressed in such instrument), is deemed to covenant and agree to pay to the Association; (1) annual operating assessments, (2) special assessments of capital improvements, and (3) all of such assessments to be established and collected as hereinafter provided.

15. Article XVIII, Section 3, "Association Control" is hereby amended by addition of the following to the beginning of such Section 3:

"Subject to the provisions of the First Amendment to this Declaration,"

16. Article XVIII, Section 4, "Limited Warranty" is hereby amended by deletion of the first paragraph of such Section in its entirety and substitution of the following in lieu thereof:

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers

unless and until the sale of the Unit to the buyers is closed. Notwithstanding the foregoing, the following warranties are extended by Regal only to the buyer(s) of a Regal Unit. Regal shall not be obligated to provide any warranty to any Unit Owner of a non-Regal Unit and Regal shall not be obligated to perform under any past or future warranty provided to any Unit Owner of a non-Regal Unit.

17. Article XVIII, Section 4(e)(5), is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(5) Any request for service must be sent in writing to the Declarant at 601 S. Main Street, North Canton, Ohio, 44720, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. Any request for service of a Regal Unit must be sent in writing to Regal at 7239 Wales Road N.W., North Canton, Ohio 44720. The Declarant, the Declarant's designated representative, Regal, or Regal's designated representative, as applicable, will commence performance of the Declarant's or Regal's obligations, as applicable, under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

18. Article XVIII, Section 5, "Declarant's Obligations" is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Section 5. Declarant's Obligations. Subject to the provisions of the First Amendment to this Declaration, including without limitation, Section 12 of the First Amendment to this Declaration, Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

19. Article XIX, Section 10, "Compatibility of Structures", is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Section 10. Compatibility of Structures. All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances in set-backs or locations of structures in relation to other improvements. Provided, however, that nothing in this Section shall limit or otherwise restrict Regal's ability to construct the Regal Units and other improvements in accordance with the plat attached to the First Amendment to this Declaration as Exhibit B and in accordance with the drawings attached to the First Amendment to this Declaration as Exhibit D, as the same may be amended from time to time.

20. Article XIX, Section 12, "Types of Units", is hereby deleted in its entirety and the following is

hereby substituted in lieu thereof:

Section 12. Types of Units. All Units that are created on all or any portion of the additional property and added to the Condominium Property shall be substantially identical to and of the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units. Provided, however, that nothing in this Section shall limit or otherwise restrict Regal's ability to construct the Regal Units in accordance with the plat attached to the First Amendment to this Declaration as Exhibit B and in accordance with the drawings attached to the First Amendment to this Declaration as Exhibit D, as the same may be amended from time to time.

21. Article XIX, Section 14, "Supplementary Drawings", is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

Section 14. Supplementary Drawings. Attached to the First Amendment to this Declaration and marked "Exhibit B" is a plat showing the location and dimensions of the Condominium Property. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds any additional property to the Condominium Property it shall file drawings and plans with respect to the additional property as required by the Condominium act.

22. Exhibit B to the Declaration is hereby deleted in its entirety and replaced with Exhibit B to this First Amendment.

23. Exhibit C to the Declaration is hereby deleted in its entirety and replaced with Exhibit C to this First Amendment.

24. Exhibit D to the Declaration is hereby amended by addition of the drawings attached as Exhibit D to this First Amendment.

25. The original Declaration, the By-Laws attached thereto, the original drawings and other Exhibits to the Declaration as each of the foregoing are hereby amended and supplemented shall remain in full force and effect and all reference thereto in the Declaration shall include amendments thereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 10 day of

APRIL, 2002.

**FIG, LTD.**



By: Terry Class  
GENERAL PARTNER

**REGAL CONSTRUCTION CO**

By: Robert P. Leach  
Robert P. Leach, President

**BENTLEY COURT CONDOMINIUM ASSOCIATION**

By: Jacob Sargent  
JACOB SARGENT PRES.

STATE OF OHIO )  
 ) ss.  
COUNTY OF STARK )

Before me, a Notary Public, in and for said County and State, personally appeared the above-named **FIG, LTD.**, by TERRY CLASS, its GEN. PARTNER, who executed the foregoing instrument and acknowledged that he did examine and read the same and did sign the foregoing instrument on behalf of said FIG, LTD., and that the same is the free act and deed of said TERRY CLASS and his free act and deed as said officer for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 12<sup>TH</sup> day of April, 2002.

Lisa E. Leech  
Notary Public

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005

STATE OF OHIO)  
 ) ss.  
COUNTY OF STARK )

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Stark County Recorder BX235

Before me, a Notary Public, in and for said County and State, personally appeared the above-named **REGAL CONSTRUCTION CO.**, by Robert P. Leach, its President, who executed the foregoing instrument and acknowledged that he did examine and read the same and did sign the foregoing instrument on behalf of said corporation, and that the same is the free act and deed of said corporation and his free act and deed as said officer for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 12th day of April, 2002.

Lisa E. Leech  
Notary Public

STATE OF OHIO)  
 ) ss.  
COUNTY OF STARK )

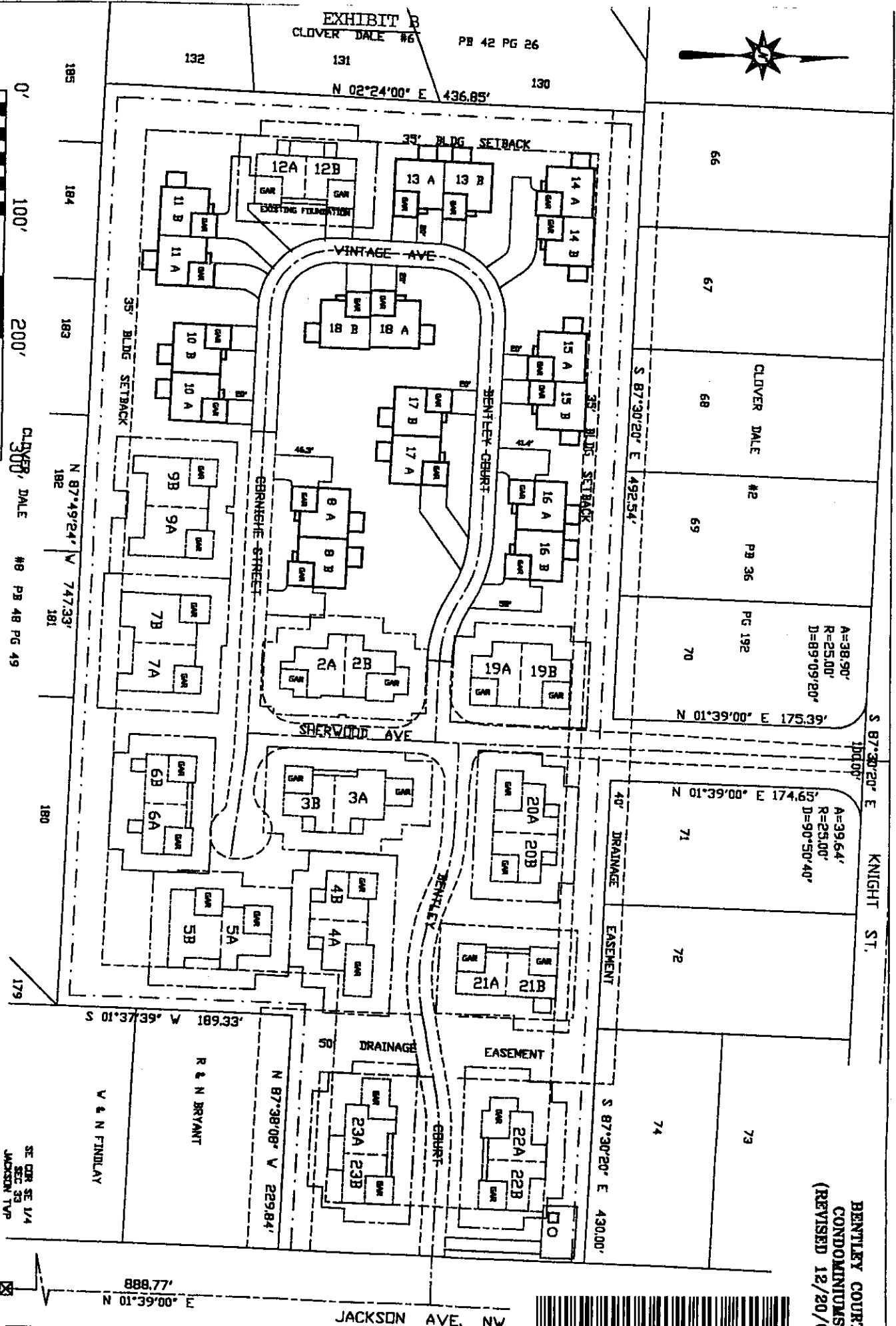
Before me, a Notary Public, in and for said County and State, personally appeared the above-named **BENTLEY COURT CONDOMINIUM ASSOCIATION**, by JAKE SERGEUK, its PRESIDENT, who executed the foregoing instrument and acknowledged that he did examine and read the same and did sign the foregoing instrument on behalf of said corporation, and that the same is the free act and deed of said corporation and his free act and deed as said officer for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 12th day of April, 2002.

Lisa E. Leech  
Notary Public

This instrument prepared by:  
Brian C. Cich, Esq.  
Black, McCuskey, Souers & Arbaugh  
1000 United Bank Plaza  
220 Market Avenue, South  
Canton, Ohio 44702  
Telephone: (330) 456-8341

LISA E. LEECH  
Notary Public State Of Ohio  
My Commission Expires Feb. 28, 2005



CLOVER DALE #2 PB 36 PG 192  
A=38.90'  
R=25.00'  
D=89°09'20"

N 01°39'00" E 174.65'  
A=39.64'  
R=25.00'  
D=90°50'40"

BENTLEY COURT  
CONDOMINIUMS  
(REVISED 12/20/01)

NICHOLS FIELD SERVICES, INC  
1930 FREMONT PLACE SW  
CANTON, OHIO 44706  
TEL (330) 453-4  
FAX (330) 453-1  
E-MAIL NFSI@NFSI.COM  
NFSI 2176

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**EXHIBIT C**

**Percentage of Ownership of Common Area**

The percentage of interest in the Common Area of each Unit Owner is as follows:

<u>Unit</u>	<u>Percentage Interest in Common Area</u>
2A	2.273
2B	2.273
3A	2.273
3B	2.273
4A	2.273
4B	2.273
5A	2.273
5B	2.273
6A	2.273
6B	2.273
7A	2.273
7B	2.273
8A	2.261
8B	2.273
9A	2.273
9B	2.273
10A	2.273
10B	2.273
11A	2.273
11B	2.273
12A	2.273
12B	2.273

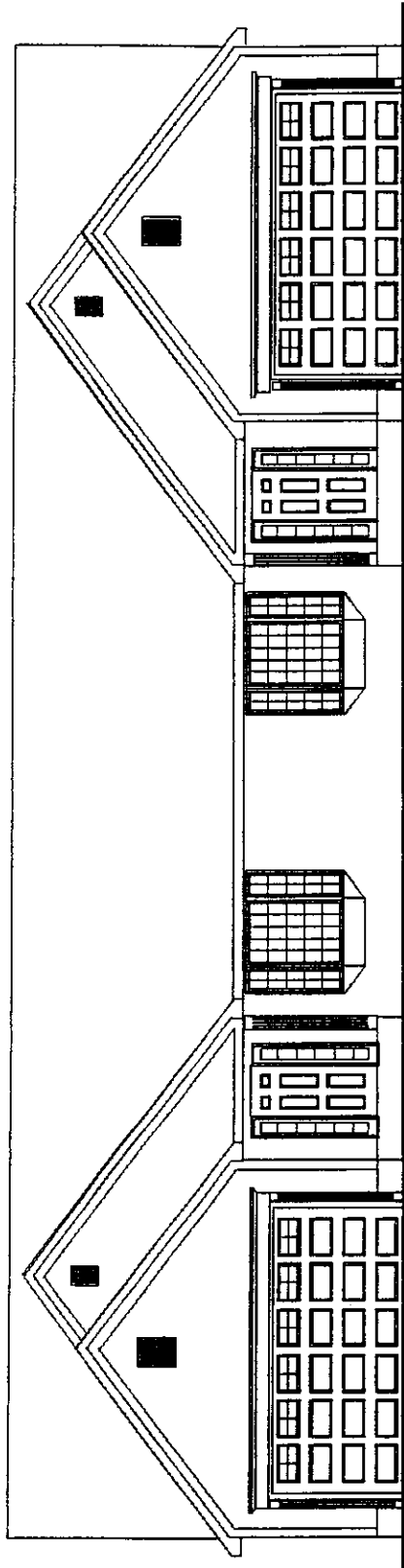
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Stark County Recorder BX235

<u>Unit (cont.)</u>	<u>Percentage Interest in Common Area (cont.)</u>
13A	2.273
13B	2.273
14A	2.273
14B	2.273
15A	2.273
15B	2.273
16A	2.273
16B	2.273
17A	2.273
17B	2.273
18A	2.273
18B	2.273
19A	2.273
19B	2.273
20A	2.273
20B	2.273
21A	2.273
21B	2.273
22A	2.273
22B	2.273
23A	2.273
23B	2.273
	100%



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 Rick Campbell T20020001574  
 Stark County Recorder BX235

EXHIBIT D

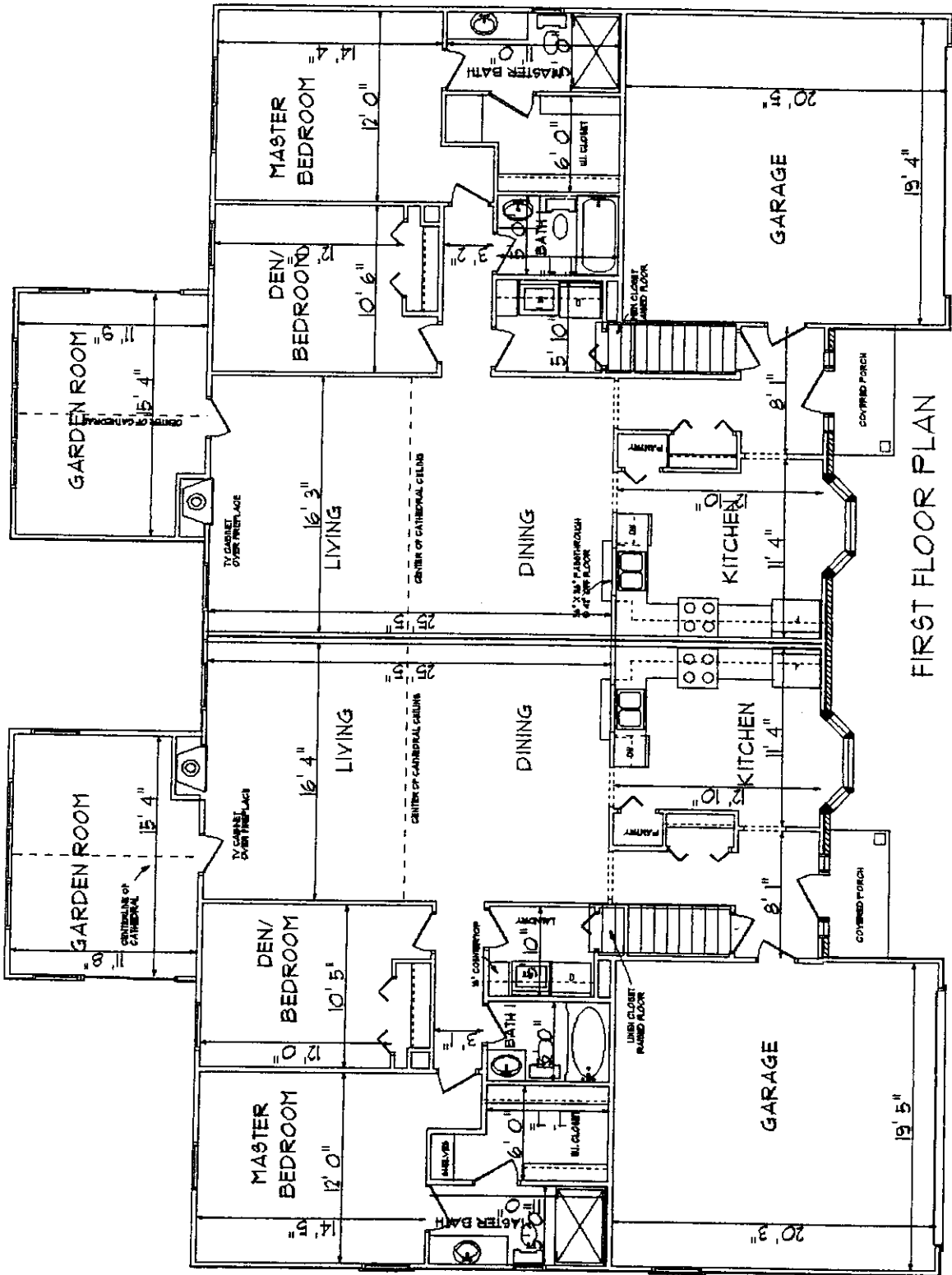


BENTLEY COURT CONDOMINIUMS FRONT ELEVATION  
 UNIT "D"

EXHIBIT D  
 PAGE II

SCALE: 1" = 10'-0"





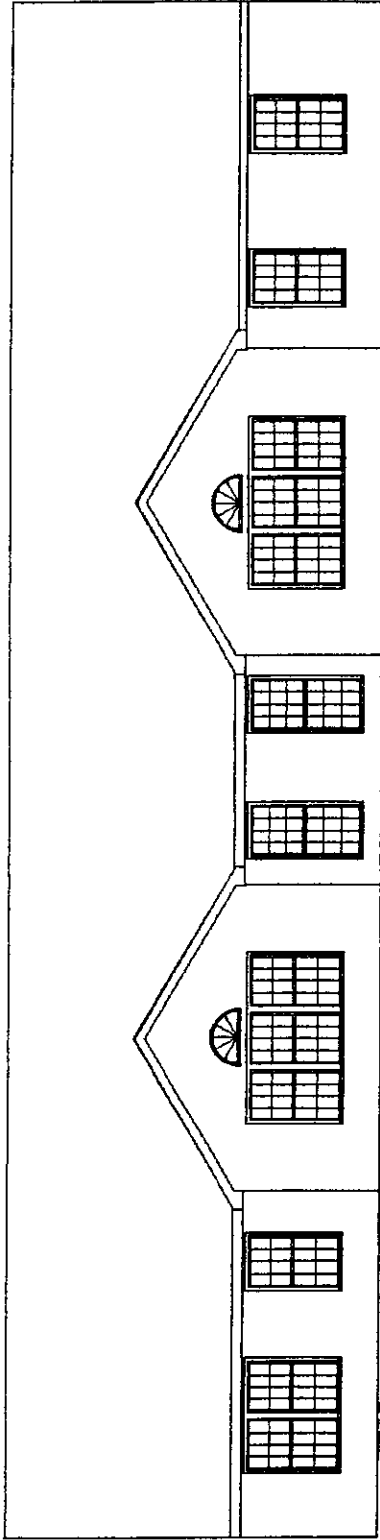
FIRST FLOOR PLAN

EXHIBIT D  
 PAGE 13

BENTLEY COURT CONDOMINIUMS  
 UNIT "D"  
 SCALE: 1" = 10'-0"



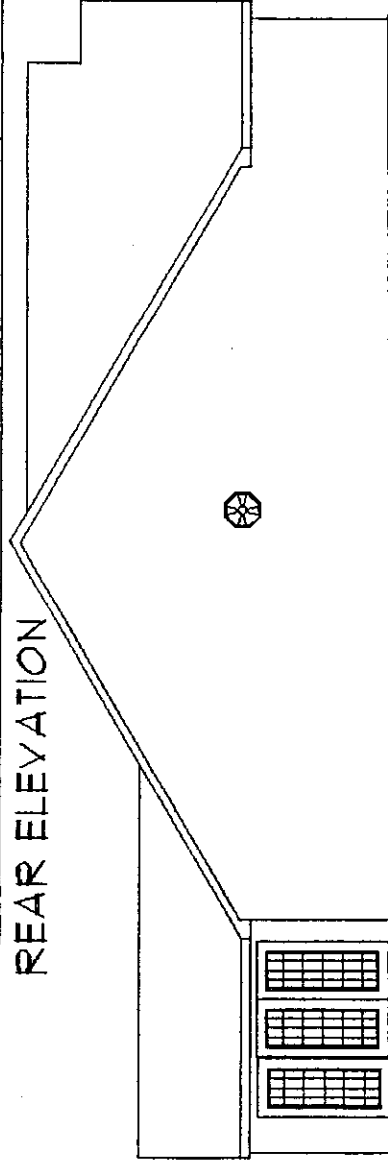
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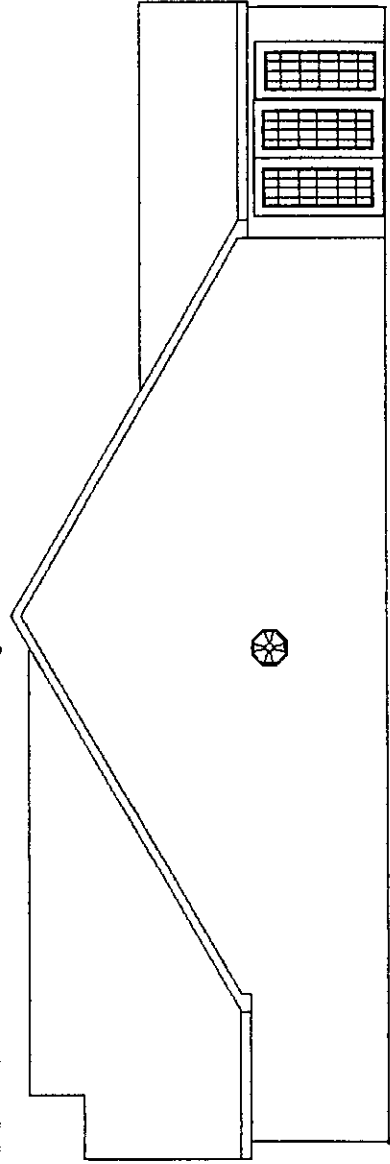
REAR ELEVATION

EXHIBIT D  
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BENTLEY COURT CONDOMINIUM;  
UNIT "D"



LEFT SIDE



RIGHT SIDE

SCALE: 1" = 10'-0"