

IMPORTANT
TO KEEP

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

THE FAIRWAYS AT PRESTWICK CONDOMINIUM

This will certify that copies of this Declaration with the following exhibits attached thereto have been filed in the office of the County Auditor of Summit County, Ohio:

1. Exhibit "A" - Legal description of real property.
2. Exhibit "B" - Legal description of additional real property for future expansion.
3. Exhibit "C" - Drawings, showing general plan and location of condominium buildings.
4. Exhibit "C-1" - Detail building sheets.
5. Exhibit "D" - Condominium Association By-Laws.
6. Exhibit "E" - Illustrated architectural drawings.
7. Exhibit "F" - Schedule of Percentages of Interest.
8. Exhibit "G" - Easement for Glen Eagles Drive.
9. Exhibit "H" - Easement for common private drive.

Summit County Auditor

By _____

This Instrument was prepared by:
David A. Eli
Attorney At Law
Williams, Zunkkehr and Welser
Eleven South River Street
Kent, Ohio 44240
(216) 673-3444

Dated: _____

FILED
COUNTY OF SUMMIT, O.
OCT 15 1982
AT 7:25 AM
RALPH JAMES
RECORDER
COUNTY OF SUMMIT

Instrument
89273
flat
Book
Vol. 129
pages 6-10

TABLE OF CONTENTS

<u>Item</u>	<u>Page No.</u>
Legal Description and Definitions	1
Legal Description	1
Definitions	1
Unit	1
Unit Owner	1
Association	1
Common Areas and Facilities	2
Limited Common Areas and Facilities	2
Common Expenses	2
Condominium Property	2
Name	2
The Purposes of and Restrictions on Use of Condominium Property	2
Purposes	2
Restrictions	3
Obstruction of Common Areas and Facilities	3
Hazardous Uses and Waste	3
Exterior Surfaces of Buildings	3
Animals and Pets	3
Nuisances	4
Impairment of Structural Integrity of Building	4
Laundry or Rubbish in Common Areas and Facilities	4
Use of Common Areas and Facilities	4
Prohibited Activities	4
Alteration of Common Areas and Facilities	4
Rental of Units	5
General Description of Buildings and Improvements	5
Buildings	5
Paved Areas	5
Information About Condominium Property	6
Units	6
Common and Limited Common Areas and Facilities	7
Description of Common Areas and Facilities	7
Use of Common Areas and Facilities	7
Ownership of Common Areas and Facilities	8
Description of Limited Common Areas and Facilities	8
Partition	8

<u>Item</u>	<u>Page No.</u>
General Provisions as to Units and Common Areas and Facilities	9
Maintenance of Units	9
By the Association	9
By the Unit Owner	9
Use and Maintenance of Common Areas and Facilities	10
Regulation by Association	10
Management, Maintenance, Repairs, Alterations and Improvements	10
Repairs to Common Areas and Facilities Necessitated by Unit Owners Acts	11
Use and Maintenance of Limited Common Areas and Facilities	11
Construction Defects	11
Effect of Insurance or Construction Guarantees	11
No Severance of Ownership	11
Easements	12
Encroachments	12
Maintenance Easements	12
Easements for Certain Utilities	13
Easements Through Walls Within Units	13
Easements for Garages and Parking	13
Easements for Water and Sewer Service	13
Easement for Common Private Drive	14
Easements to Run With the Land	14
Unit Owners' Association	14
Membership	14
The Board of Managers and Officers	14
Administration of Condominium Property	15
Service of Process	15
Assessments	15
General	15
Division of Common Profits and Common Expenses	15
Non-Use of Facilities	16
Lien of Association	16
Priority of Association's Lien	16
Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses	17
Liability for Assessments Upon Voluntary Conveyance	17
Dispute as to Common Expenses	17
Insurance	18
Fire and Extended Coverage Insurance	18
Public Liability Insurance	19
Other Association Insurance	20
Insurance Premiums	20
Liberal Construction	20

<u>Item</u>	<u>Page No.</u>
Damage or Destruction and Restoration of	
Building	20
Sufficient Insurance	20
Insufficient Insurance	21
Non-Restoration of Damage or Destruction	22
Rehabilitation and Other Improvements	23
Removal from Condominium Ownership	23
Amendment of Declaration and By-Laws	24
Procedure	24
Developer's Consent	24
Construction	24
Remedies for Breach of Covenants and Regulations	25
Abatement and Enjoinment	25
Involuntary Sale	25
Additions to Condominium Property	26
Sale, Lease, Rental or Other Disposition	29
Sale or Lease	29
Gift	29
Devise	30
Judicial Sale	31
Consent of Voting Members	32
Release, Waiver and Exceptions to Options	32
Proof of Termination of Option	33
Financing of Purchase Under Option	33
Condominium Instrument Requirements	33
General	33
Deposits	34
Association Control	34
Limited Warranty	34
Units	34
Common Areas and Facilities	35
Appliances	35
Extended Warranties	35
Limitations	35
Other Rights	36
Developer's Obligations	36
Miscellaneous Provisions	36

DECLARATION OF CONDOMINIUM OWNERSHIP

THE FAIRWAYS AT PRESTWICK CONDOMINIUM

WHEREAS, THE FAIRWAY DEVELOPMENT COMPANY, an Ohio partnership, hereinafter referred to as "Developer", is the owner in fee simple of the real property described in Exhibit A, attached hereto and incorporated by reference herein; and,

WHEREAS, It is the desire of Developer to submit said real property, together with the improvements constructed thereon and described herein, to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and,

WHEREAS, Developer is also the owner of additional real property described in Exhibit B, attached hereto and incorporated by reference herein, which is adjacent to the real property described in Exhibit A; and,

WHEREAS, Developer desires to provide, if it chooses, for the submission of the real property described in Exhibit B or portions thereof from time to time, together with the improvements to be constructed thereon, to the provisions of Chapter 5311 of the Ohio Revised Code.

NOW, THEREFORE, Developer hereby declares:

Article I. Legal Description and Definitions.

A. Legal Description.

The legal description of the real property to be submitted to the provisions of Chapter 5311 of the Ohio Revised Code is described in Exhibit A, attached hereto and incorporated by reference herein.

B. Definitions.

The following terms used herein are defined as follows;

1) Unit - means "unit" as defined by Section 5311.01 (I) of the Ohio Revised Code and includes only the layout and delineation of a unit as shown on the drawings marked Exhibits C and C-1.

2) Unit Owner - means "unit owner" as defined by Section 5311.01 (J) of the Ohio Revised Code.

3) Association - means The Fairways at Prestwick Condominium Association and also shall mean the same as "unit owners association" as defined by Section 5311.01 (L) of the Ohio Revised Code.

4) Common Areas and Facilities - means "common areas and facilities" as defined by Section 5311.01 (B) of the Ohio Revised Code.

5) Limited Common Areas and Facilities - means "limited common areas and facilities" as defined by Section 5311.01 (K) of the Ohio Revised Code, which areas are so designated on the drawings and referred to in the drawings and the Declaration and By-Laws as "L.C.A.".

6) Common Expenses - means:

- i) "common expenses" as defined by Section 5311.01 (D) of the Ohio Revised Code.
- ii) expenses of administration, expenses of maintenance, operation, repair or replacement of the common areas and facilities and of the portions of units to be maintained by the Association.
- iii) expenses declared to be common expenses by provisions of this Declaration or the By-Laws.
- iv) any valid charge against the condominium as a whole.

7) Condominium Property - means the real property described in Exhibit A and all buildings and other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the unit owners; provided, however, if and when all or any part of the real property described in Exhibit B has been added to the Condominium Property pursuant to the provisions of Article XV hereof, the term "Condominium Property" shall also include the real property described in Exhibit B or said portions thereof, and all buildings and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the unit owners.

8) All terms used herein which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein.

Article II. Name and Address.

The name by which this condominium is to be identified is The Fairways at Prestwick Condominium and its address is Green Township, Ohio.

Article III. The Purpose of and Restrictions on Use of Condominium Property.

A. Purpose.

No part of the Condominium Property shall be used for other than single family housing and the common recreational purposes for which the

property was designed. Each unit shall be used for a single family and for no other purpose. An owner may use a portion of his unit for his office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant; and providing further that it does not involve the personal services of any unit owner.

B. Restrictions.

1) Obstruction of Common Areas and Facilities - There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Association except as hereafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair, his own unit.

2) Hazardous Uses and Waste - Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance of the building or contents thereof, applicable for residential use. No unit owner shall permit anything to be done or kept in his unit, the L.C.A. appertaining thereto or in the common areas and facilities which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste will be committed upon any part of the condominium property.

3) Exterior Surfaces of Buildings - Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio and/or television antenna or article of any kind whatsoever shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association, other than those items originally provided by Developer.

4) Animals and Pets - No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or on the common areas and facilities, except that dogs, cats or other common and accepted household pets may be kept in units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that when such pet shall be outside the unit on the common areas and facilities, the owner shall at all times have said pet under his control and discipline.

5) Nuisances - No noxious or offensive activity shall be carried on in any unit or upon the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

6) Impairment of Structural Integrity of Buildings - Nothing shall be done in any unit or in on or to the common areas and facilities which will impair the structural integrity of the buildings or which would structurally change the buildings.

7) Laundry or Rubbish in Common Areas and Facilities - No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities and the same shall be kept free and clear of rubbish, debris and other unsightly materials.

8) Use of Common Areas and Facilities - There shall not be placed or parked any recreational implement, lawn furniture, boats, trailers, vehicles, toys or other similar articles on any part of the common areas and facilities except in accordance with rules and regulations therefor adopted by the Association.

9) Prohibited Activities - No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium property. Notwithstanding anything contained in the Declaration or these By-Laws, Developer and its successor developers shall have the right to use one or more units for business or promotional purposes, including, but not limited to, sales offices and model units.

10) Alteration of Common Areas and Facilities - Nothing shall be altered or constructed upon or removed from the common areas and facilities except as hereinafter provided and except upon the written consent of the Association. In no event shall deterioration, construction or addition be made to a living unit within the common areas except within limited common areas which are associated with a particular living unit after written consent by the Association in accordance with its rules and regulations. Swimming pools, outdoor whirlpools, trampolines and similar recreational facilities are expressly prohibited.

11) Rental of Units - The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than sixty (60) days. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease the same in conformity with the By-Laws attached hereto as Exhibit D, provided that said lease shall require the lessee to abide by the terms of the Declaration and the By-Laws as well as the rules and regulations and shall give to the Board of Managers the right to dispossess or otherwise act for the unit owner in case of default under the lease or for violation of the By-Laws or the rules and regulations. The unit owner shall continue to be liable for all obligations of ownership of his unit and shall be responsible to the Board of Managers for the conduct of his lessee. Copies of all such leases shall be delivered to the Board of Managers prior to the date of the commencement of the tenancy under that lease.

Article IV. General Description of Buildings and Improvements.

A. Buildings.

1) There are two (2) buildings containing five (5) separate condominium units. The principal materials of which these buildings are constructed are brick, block and cedar siding. The location, layout, designation and boundaries of said units and the location, layout, designation and boundaries of the common areas and limited common areas, insofar as is graphically practical are shown on the set of drawings set forth in Exhibits C and C-1 attached hereto and incorporated by reference herein.

Said drawings may be amended if and when all or any portion of the real property described in Exhibit B thereof has been added to the Condominium Property pursuant to the provisions of Article XV hereof.

2) Also attached hereto and set forth as Exhibit E are certain typical architectural views and typical unit interior layouts which are not intended to be part of the drawings required by Section 5311.07 of the Ohio Revised Code, or amendments thereto, but are intended to be used for an architectural reference.

B. Paved Areas.

There have also been constructed paved driveways and roadways as delineated in Exhibit C.

Article V. Information about Condominium Property.

A. Units.

Each of the units hereinbefore declared and established as a freehold estate shall consist of all the space bounded by the undecorated surfaces of the perimeter walls, floors and ceilings of each unit, including the vestibules, balconies and garages, if any, as designated on the drawings, projected, if necessary, by any partitions or roof rafters to constitute a complete enclosure of space; provided that, wherever such undecorated surfaces or the area immediately adjoining such surfaces consist of plaster or plasterboard or concrete or wooden floor, all of such plaster or plasterboard or concrete or wooden floor contiguous to such surface shall be included within the unit, but excepting the space occupied thereby lying outside the perimeters of the unit. The dimensions, layouts and descriptions of each such unit are shown on the drawings and include without limitation:

1) The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing materials applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing materials applied to the interior walls, floors and ceilings.

2) All window sashes and doors, inclusive of door frames, in the interior and perimeter walls and the space occupied thereby.

3) The space within all fixtures located within the bounds of a unit and the space occupied by the fixtures themselves.

4) All unenclosed space, if any, within or occupied by structural parts of the building which may project into the unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including, by way of illustration but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any and the hearths lying within fireplaces, if any.

5) All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wire and conduits.

6) All enclosed space, if any, between the roof and finished ceilings which is normally referred to as attic space.

but, excepting therefrom all of the following items located within the bounds of the unit as defined above:

- 1) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof.
- 2) All structural portions of the building, lying within the bounds of the unit as above defined.
- 3) All plumbing, electrical, heating, and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a unit as above defined, but which also service other units within the Condominium Property.

Each unit fronts directly upon and has access to the land upon which the condominium is situated.

B. Common and Limited Common Areas and Facilities.

1) Description of Common Areas and Facilities - The entire balance of the land and improvements thereon, including, but not limited to, all buildings, foundations, roofs, main and supporting walls, exterior parking spaces and storage spaces, community and commercial facilities, sewer pipes, water mains, pumps, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the condominium property, are hereby declared and established as the common areas and facilities.

2) Use of Common Areas and Facilities - Each owner of a unit shall own an undivided interest in the common areas and facilities as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the By-Laws attached hereto as Exhibit D, shall have the right to use the common areas and facilities for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration and the By-Laws, including the non-exclusive easement, together with other unit owners, to the use and enjoyment of the common areas and facilities and for ingress and egress to and from the respective units, which rights shall be appurtenant to and shall run with his unit.

3) Ownership of Common Areas and Facilities - The percentage of ownership of the common areas and facilities attributable to the ownership interest in each unit together with the percentage of interest in the Association for voting purposes and for the division of common benefits and expenses, as hereinafter described in Section B of Article VIII of this Declaration, shall be as follows:

SEE "SCHEDULE OF UNITS" ATTACHED
HERETO AS EXHIBIT "F".

The percentage was determined by the proportion which the fair market value of the unit at the time of recording this Declaration bears to the then aggregate value of all of the units having an interest in the common areas and facilities.

Except in its capacity as a unit owner of unsold condominium ownership interests, Developer will not retain a property interest in any of the common areas and facilities after control of the condominium development is assumed by the Association except that Developer may retain an interest consistent with this Declaration and required to insure ingress and egress from and to the common areas and facilities by the prospective unit owners in additional property added to the Condominium Property by amendment of this Declaration pursuant to Article XV herein.

4) Description of the Limited Common Areas and Facilities - Included in the common areas and facilities, but restricted to the use of the owners of the units to which such areas and facilities are appurtenances intended for the service of such units, referred to in Article V, Section A, hereof, are areas, whether open or enclosed, if any, designated or intended solely for the use of one or more of such units to the exclusion of the others, as shown on the drawings and referred to as limited common areas and facilities (L.C.A.), together with such areaways and access walks to reasonably provide access to said L.C.A. and the unit with which said L.C.A. is associated.

5) Partition - There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

Article VI. General Provisions as to Units and Common Areas and Facilities.

A. Maintenance of Units.

1) By the Association - The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each unit which contribute to the support of the building, excluding, however, non-structural interior walls, ceilings, floor surfaces and the cleaning and maintenance of flues, but including the exterior walls, roof and driveways.

2) By the Unit Owner - The responsibility of each unit owner shall be as follows:

- a) To maintain, repair and replace at his expense all portions of his unit and the L.C.A. appertaining thereto, and all installations in said unit and the L.C.A. appertaining thereto of such appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any other utility service facilities located within the unit boundaries and the L.C.A. appertaining thereto; said unit owner shall also maintain, repair and replace at his expense any air conditioning and/or heating apparatus located outside his unit which apparatus serves his unit and the L.C.A. appertaining thereto.
- b) To maintain and repair at his expense all patios, windows, doors, vestibules and entryways and all associated structures and fixtures therein, which are appurtenances to his unit and the L.C.A. appertaining thereto. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- c) To maintain and repair all portions, including fixtures, of any addition that has been made to the unit.
- d) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the building.
- e) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit and the L.C.A. appertaining thereto, unless the written consent of the Association is obtained.
- f) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.
- g) Not to make any alterations in the portions of the unit and the L.C.A. appertaining thereto or the building which are to be maintained by the Association or on the common areas and facilities or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Managers of the Association, nor shall any unit owner impair any easement without first obtaining the written consents of the Association and of the owner or owners for whose benefits such easement exists.

B. Use and Maintenance of Common Areas and Facilities.

1) Regulation by Association - No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by a unit owner and his guests, for specific occasions, of the recreational areas or other similiar facilities. Such use may be conditioned upon, among other things, the payment by the unit owner of such assessments as may be established by the Association for the purpose of defraying costs thereof.

2) Management, Maintenance, Repairs, Alterations and Improvements -

Except as otherwise provided herein, management, maintenance repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association may, but shall not be required, to delegate all or any portion of its authority to discharge such responsibility of the Association to a manager, a managing agent or a management company. Such delegation may be evidenced by a management contract (which shall not exceed one (1) year duration), which may be executed on behalf of the Association by the officers of the Association and which shall provide for the duties to be performed by the manager, managing agent or management company. Upon the expiration of said contract, the Association, by its Board of Managers, may renew the said management contract for an additional period, or designate a different manager for the property and enter into a new contract with said manager. Upon assumption of control of the Board of Managers by the unit owners, other than Developer, as provided in the By-Laws, said unit owners and the Association will not be bound for more than one (1) year by any management contract or agreement executed prior to said assumption of control unless such contract or agreement is renewed by a vote of the newly constituted Board of Managers.

C. Repairs to Common Areas and Facilities Necessitated by Unit Owners Acts.

Each owner agrees to maintain, repair and replace at his expense, all portions of the common areas and facilities which may be damaged or destroyed by reason of his own or any occupant's act or neglect, or by the act or neglect of any invitee, licensee or guest of such owner or occupant.

D. Use and Maintenance of Limited Common Areas and Facilities.

1) Each owner agrees to maintain, repair and replace, at his expense, all portions of the L.C.A. appertaining to his unit.

2) The Association shall not be responsible for the repair, maintenance or improvement of the L.C.A.

E. Construction Defects.

The obligation of the Association and the owners to repair, maintain and replace the portions of the property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property.

F. Effect of Insurance or Construction Guarantees.

Notwithstanding the fact that the Association and/or any unit owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any construction trade responsible for any constructions defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any unit owner in performing their obligation hereunder.

G. No Severance of Ownership.

No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or

other instrument purporting to affect the one without also including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a unit, description by setting forth the name of the Condominium Property, the number of the unit or units and the numbers of the volumes and initial pages of the records of the Declaration and drawings shall be adequate to convey the fee simple title thereto together with the percentage in and to the common areas and facilities.

H. Easements.

1) Encroachments - In the event that, by reason of the construction, reconstruction, settlement or shifting of the building; or by reason of the design or construction of any unit and/or the L.C.A. appertaining thereto; or by reason of errors in the drawings, any part of the common areas and facilities encroaches or shall hereafter encroach upon any part of a unit and/or L.C.A. appertaining thereto; or any part of a unit and/or L.C.A. presently encroaches or shall hereafter encroach upon any part of the common areas and facilities, or any other unit, and/or the L.C.A. appertaining thereto; or if by reason of the design or construction of systems, any main pipes, ducts or conduits serving more than one unit presently encroaches or shall hereafter encroach upon any part of any unit and/or the L.C.A. appertaining thereto; valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit and the common areas and facilities, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the common areas and facilities if such encroachment occurred due to the willful conduct of said owner.

2) Maintenance Easements - The owner of each unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. The owner of each unit shall have a permanent right and easement to and through the common areas and facilities and walls for the use of water, sewer, power, television antenna and other

utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his unit.

3) Easements for Certain Utilities - The Association may hereafter grant easements for utility purposes for benefit of the Condominium Property, including, but not limited to, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains and lines, telephone wires and equipment, master television antennae, cable television and electrical conduits and wires over, under, along and on any portion of the common areas and facilities and each unit owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such unit owner, such instruments as may be necessary to effectuate the foregoing.

4) Easements Through Walls Within Units - Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the units, whether or not such walls lie in whole or in part within the unit boundaries.

5) Easements for Garages and Parking - Easements are hereby declared and created for ingress and egress into and from each unit owner's garage for the benefit of said unit owner and his guests. No other unit owner or unit owner's invitee, assign and/or guest shall block or deny access, ingress or egress of another unit owner to said unit owner's garage. Further, easements are hereby declared and created for the benefit of all unit owners and their invitees and guests to park automobiles for a period of no more than twenty-four (24) hours in designated parking areas in the common areas.

6) Easements for Water and Sewer Services - Easements are hereby declared and granted to the operators of water and sewer utilities servicing the condominium development for the purpose of maintaining, operating, relocating, removing and replacing necessary sewer and water lines, manholes and appurtenances thereto that now exist or may hereafter be installed upon the condominium property, wherever situated, with the right of reasonable access thereto. Said utility operators and their assigns, shall be responsible for restoring the condominium property as closely as may be practicable to its original condition.

7) Easement for Common Private Drive - Easements are hereby declared and granted for common drive purposes for the benefit of the unit owners and others as set forth in Exhibits G and H attached hereto and incorporated by reference herein.

8) Easements to Run with the Land - All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having any interest in said land or any part or portion thereof.

Article VII. Unit Owners' Association

A. Membership.

Developer shall cause to be formed a unit owners association to be called The Fairways at Prestwick Condominium Owners Association (hereinafter and before sometimes called the "Association") which shall act as the manager of the Condominium Property. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a condominium ownership interest in the development. Each unit owner, upon acquisition of title to a unit within the Condominium Property as presently constituted, shall automatically become a member of the Association. Membership in the Association shall be limited to unit owners.

B. The Board of Managers and Officers.

The Board of Managers and officers of the Association elected as provided in the By-Laws of the Association, attached hereto as Exhibit D, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, except as otherwise specifically provided; however, in the event any such power, duty or right shall be deemed exercisable or dischargeable by or vested in an officer or member of the Board of Managers, solely in his capacity as an officer or a member of the Board of Managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

C. Administration of Condominium Property.

The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each owner, tenant or occupant of a unit shall comply with the provisions of this Declaration, the By-Laws and decisions and resolutions of the Association and/or its representatives, as lawfully amended from time to time. 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.

D. Service of Process.

The person to receive service of process for the Association shall be Lynn Balfour, 3933 Glen Eagles Boulevard, Uniontown, Ohio 44685. In the event Lynn Balfour is not registered with the Secretary of the State of Ohio as statutory agent for The Fairways at Prestwick Condominium Association, an Ohio corporation not for profit, the person to receive such service shall be the statutory agent for such corporation.

Article VIII. Assessments.

A. General.

Assessments for the payment of the common expenses shall be made in the manner provided herein and in the manner provided in the By-Laws.

B. Division of Common Profits and Common Expenses.

The proportionate shares of the separate owners of the respective condominium units in the common profits and the common expenses of the operation of the Condominium Property as well as their proportionate representation for voting purposes in the Association is based upon the proportionate estimated fair value that each of the units bears to the aggregate fair value of all of the units. The acquisition or occupancy of any unit shall be conclusive evidence against the owner or occupant thereof that the percentage set forth opposite each unit in Exhibit F is in the proportion that the fair value of the unit bears to the aggregate value of all of the units having an interest in the common areas and facilities, said values to be determined as of the date this Declaration is filed for record and subsequently redetermined as of the date(s) of any amendment(s) adding units to the condominium pursuant to Article XV herein. The proportionate share of profits and expenses and