005716

'94 AUG 10 AM 11 28

RECORD OF OR
VOL. 179 PAGE 678
JULIA ... SCOTT
RECORDER, ATHENS COUNTY, OHIO
198

DECLARATION OF CONDOMINIUM OWNERSHIP

UNIVERSITY COMMONS CONDOMINIUM, PHASE I

STUDENT REAL ESTATE, INC., 8 North Court Street, Athens, Ohio 45701 (hereinafter referred to as the **Declarant**) owner of the real property described in Exhibit "A", attached, located in the City of Athens, Athens County, Ohio, hereby submits such real estate, including all easement rights and appurtenances and the building and improvements erected thereon to the provisions of Chapter 5311 of the Ohio Revised Code (hereinafter referred to as the **Act**) to be known as **University Commons Condominium**.

ARTICLE I
DEFINITIONS

Except as expressly provided herein, all terms shall have the same definition or meaning as set forth in the **Act**.

1.1 "Additional Property" means the real property more particularly described in Exhibit "G" which may be subject to the terms of this Declaration and the Act.

1.2 "Allocated Interests" means the undivided interest in the Common Areas and Facilities, the Common Expense Liability and votes in the Association allocated to each Unit as set forth in Article III.

1.3 "Assessments" means those charges upon the Units established in Article VI of this Declaration.

1.4 "Association" means **University Commons Property Owners Association, Inc.**, an Ohio Corporation, not for profit, its successors and assigns. Except as the context otherwise requires **"Association"**, shall mean the Board of Trustees acting on behalf of the Association.

1.5 "Board" means the Board of Trustees of the Association, who shall act as the Board of Managers as provided in the Act.

1.6 "Common Areas and Facilities" means all portions of the condominium other than the Units as further defined in Article IV, Section 4.1.

1.7 "Common Expense Liability" means the liability for Common Expenses allocated to each unit pursuant to Article VI, of this Declaration.

1.8 "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

1.9 "Declarant" means **Student Real Estate, Inc.**, its successors and assigns.

1.10 "Declaration" means this Declaration of Condominium Ownership for University Commons Condominium, including any amendments thereto.

1.11 "Drawings" means the drawings for the condominium as defined in the Act, submitted herewith as Exhibit "C" and as may be subsequently amended.

1.12 "Limited Common Areas and Facilities" means a portion of the Common Areas and Facilities allocated by this Declaration for the exclusive use of one or more but fewer than all of the Units.

1.13 "Member" means any person or entity entitled to membership in the Association as provided herein.

1.14 "Property" means the real estate described in Exhibit "A" attached hereto, and any buildings and improvements thereon, and any property subsequently annexed.

1.15 "Unit" means a physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described in Article III, Section 3.1.

1.16 "Unit Owner" means a person or entity who owns a Unit, but does not include a person or entity having an interest in a Unit solely as security for an obligation.

ARTICLE II
NAME, PURPOSE, AND GENERAL DESCRIPTION

2.1 Name. The name of the Condominium shall be **University Commons Condominium**.

2.2 Purpose. The Property shall be used only for residential living purposes.

2.3 General Description of the Buildings. There are fifteen (15) buildings within Phase I, which are two and three story buildings on poured concrete slabs constructed of concrete, wood, glass, and drywall, with asphalt shingles and vinyl exterior. Each building contains a combination of studio units, two bedroom units, and four bedroom units. The building and Units are located as shown on the Drawings.

ARTICLE III
UNITS AND ALLOCATION OF ALLOCATED INTERESTS

3.1 Description of Units.

3.1.1 Unit Boundaries. The boundaries of each Unit are situated as shown on the Drawings and shall consist of:

3.1.1.1 Horizontal Boundaries. The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

BOOK 1.0 PAGE 79

(a) Upper Boundary. The upper boundary of a Unit is the horizontal plane of the bottom surface of the unfinished surface of the ceiling.

(b) Lower Boundary. The lower boundary of a ground level Unit is the top surface of the unfinished concrete floor slab below such ground level Unit. The lower boundary of any other Unit is the horizontal plane of the unfinished top surface of the floor below such Unit.

3.1.1.2 Vertical Boundaries. The vertical boundaries of the Unit are the vertical planes, extended to the intersections with each other and with the Unit's upper and lower boundaries, of the unfinished interior surface of the drywall or plaster perimeter walls bounding the Unit.

3.1.2 A Unit shall include the heating, hot water and air conditioning apparatus exclusively serving that Unit whether or not located within the boundaries of a Unit.

3.1.3 Subject to the provisions of Section 3.1.2 above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Areas and Facilities allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Areas and Facilities is a part of the Common Areas and Facilities.

3.1.4 Subject to the provisions of Section 3.1.3 above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are part of the Unit.

3.1.5 Subject to the provisions of Section 3.1.3 above, any shutters, awnings, window boxes, doorsteps, stoops, porches, and all exterior doors and windows or other fixtures designed to service a single unit, but located outside the Unit's boundaries, are Limited Common Areas and Facilities allocated exclusively to that Unit.

3.2 Unit Designation. The designation of each Unit hereby submitted and a statement of its location, approximate area, number of rooms, and immediate Common Areas and Facilities or Limited Common Areas and Facilities to which has access and other data necessary for its proper identification are graphically set forth in the drawings attached as Exhibit "C".

3.3 Allocation of Allocated Interests.

3.3.1 The allocation of Allocated Interests for the undivided ownership in the Common Areas and Facilities shall be based upon par value which the Declarant has determined to be a par value of 1.0 for a studio unit, 1.5 for a two bedroom unit, and 2.045 for a four bedroom unit. Except as provided in Article XVI, this allocation shall not be altered except by an amendment to this Declaration unanimously approved by all Unit Owners affected and is set forth in Exhibit "B" attached.

3.3.2 The allocation of Allocated Interests for Common Expense Liability shall be in accordance with the allocation set forth in Section 3.3.1.

3.3.3 The allocation of Allocated Interests for votes in the Association shall be in accordance with the allocation set forth in Section 3.3.1.

ARTICLE IV
COMMON AREAS AND FACILITIES

4.1 Description of Common Areas and Facilities. Common Areas and Facilities shall mean all areas of the condominium except the Units as described in Section 3.1 and as shown on the Drawings.

4.2 Description of Limited Common Areas and Facilities. The Limited Common Areas and Facilities shall be those portions of the Common Areas and Facilities so designated as such on the Drawings. The Limited Common Areas and Facilities shall also include the following:

4.2.1 heat pump or air conditioner pads;

4.2.2 porches to the extent that they are adjacent to the Unit and doors leading from Units to porches and their related frames, sills, and hardware;

4.2.3 stairways and storage areas;

4.2.4 window and door sills, frames and hardware which are not part of the Unit, but which are adjacent to and serve only such Unit; and

4.2.5 those Limited Common Areas and Facilities described in Section 3.1.3 above.

4.3 Title to the Common Areas and Facilities. Title to the Common Areas and Facilities shall be held by the Unit Owners as tenants in common and ownership shall remain undivided. Each Unit Owner shall have a non-exclusive easement of enjoyment in and to the Common Areas and Facilities which shall be appurtenant to and shall pass with the title to the Unit. Each Unit Owner, his employees, tenants, invitees and guests shall also have a non-exclusive easement of ingress and egress over the Common Areas and Facilities which shall be appurtenant to ownership of the Unit. All rights herein shall be subject to:

4.3.1 Restrictions set forth in this Declaration;

4.3.2 Any rules and regulations adopted by the Association;

4.3.3 The right of the Association to levy assessments for the Common Expenses and other purposes herein;

4.3.4 All rights granted to the Association in this Declaration, the Bylaws and the Articles of Incorporation.

BOOK 470 PAGE 631

ARTICLE V
UNIT OWNERS' ASSOCIATION

5.1 Membership. Every Unit Owner shall be a member of the **University Commons Property Owners Association, Inc.** which has been established for the administration of the Property. The Association shall be governed by Bylaws, a copy of which are attached to this declaration as Exhibit "D". Membership in the Association shall be appurtenant to and shall not be separated from such ownership.

5.2 Service of Process. Robert H. Walton, whose place of business is 15 South Shafer Street, Athens, Ohio 45701 is the person to receive service of process for the Association.

ARTICLE VI
ASSESSMENT FOR COMMON EXPENSES

6.1 Establishment of the Assessment. There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Unit, certain assessments. Each Unit Owner, by acceptance of a deed, covenants and agrees to pay such Assessments. No Unit Owner may avoid liability for payment of the Assessments by non-use of the Common Areas and Facilities or abandonment of the Unit.

Upon any voluntary or involuntary conveyance of a Unit, the new Owner ("**Purchaser**") shall be jointly and severally liable with the previous Owner ("**Seller**") for all unpaid Assessments levied by the Board against **Seller** for his share of the Common Expense Liability up to the time the conveyance was recorded, without prejudice to the right of the **Purchaser** to collect from the **Seller** therefor. Any such **Purchaser**, however, shall be entitled to rely upon a statement from the Association provided in Section 6.9; and the **Purchaser** shall not be liable for any unpaid assessments in excess of the amount set forth in that statement. The **Purchaser** shall, however, be liable for any such Assessment becoming due after the date of any such statement. Notwithstanding the foregoing, any first mortgage or other purchaser for value who obtains title pursuant to foreclosure of the first mortgage, shall not be liable for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such mortgagee or purchaser acquires title to that Unit.

6.2 Annual General Assessment. There is hereby established for the benefit and use of the Association an Annual General Assessment which shall be used in covering the costs of its Common Expenses including but not limited to **1)** operation, maintenance repair and replacement as required by this Declaration and as determined necessary from time to time by the Board; **2)** insurance; **3)** reasonable reserves for contingencies and replacements; and **4)** all other costs and liabilities incurred by the Association of its powers and duties pursuant to this Declaration and its Bylaws, including accounting, legal and management fees.

6.3 Special Individual Assessment. The Association after approval by two-thirds (2/3) vote of all members of the Board shall have the right to assess an individual Unit for any of the following:

VOL 240 PAGE 092

6.3.1 any costs incurred by the Association in the performance of any maintenance in accordance with Article VII, Section 7.2.

6.3.2 any charges or fines imposed or levied in accordance with Article V, Section 5.2.11.

6.3.3 any costs incurred for maintenance or repair caused through the willful or negligent act of a Unit Owner, his tenants, guests, or invitees or employees, including attorney fees, court costs and other expenses incurred to obtain access to the Unit.

6.4 Capital Improvement Assessment. Should the Board determine a need for a Capital Improvement Assessment or other such addition to the Property the cost of which in the aggregate exceeds twenty (20%) percent of the budgeted gross expenses of the Association of the then current fiscal year, then the vote of written consent of the Unit owners representing at least seventy-five (75%) percent of the voting power of the Association shall be required to approve and render effective a Capital Improvement Assessment levied by the Board to cover the cost of such expenditure. Capital Improvement Assessments may be levied by the Board without the consent of the Unit Owners, if the aggregate of such expenditures in each fiscal year does not exceed twenty (20%) percent of the budgeted annual gross expenses of the Association for such fiscal year.

6.5 Allocation of the Assessment. Except as hereinafter provided, the assessment shall be allocated against all Units in accordance with the allocation set forth in Article III, Section 3.3.2. Any past due assessments or installments thereof shall bear interest at the rate of 18% per annum. If any Common Expense is caused by misconduct of any Unit Owner, then the Association may assess that expense exclusively against his or her Unit as a Special Individual Assessment.

6.6 Delinquency and Acceleration. Any installment of an Assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate of 18%, per annum calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within ten (10) days after its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment for the then current fiscal year, attributable to that Unit, to be immediately due and payable without further demand and may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law and this Declaration.

6.7 Lien for the Assessment. All sums assessed against any Unit pursuant to this Declaration, together with late charges, interests, costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Unit in favor of the Association. The Association may file with the Recorder or Athens County, Ohio, a notice of such lien. The lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted five (5) years after the full amount of the assessment becomes due.

6.8 Personal Obligation. The assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Unit Owner until paid.

6.9 Statement of Unpaid Assessments. The Association shall upon written request of any Unit Owner, mortgagee or prospective purchaser of a Unit furnish a statement setting forth the amount of unpaid assessments against the Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Unit Owner. The Association may charge a reasonable amount for this statement.

6.10 No Election of Remedies. The commencement of any legal proceedings by the Association for the collection of unpaid Assessments, whether on the personal obligation or on the enforcement of the lien, shall not be deemed an election of remedies precluding other action by the Association to collect the Assessments.

ARTICLE VII
UPKEEP OF THE PROPERTY

7.1 Maintenance Responsibility. Notwithstanding the ownership of the various portions of the Common Areas and Facilities and the Units by virtue of Section 4.3, above, the Common Areas and Facilities and Units shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of this Section 7.1 and as set forth in the Chart of Maintenance Responsibilities set forth in Exhibit "E", attached hereto. Said chart shall not be a part of this Declaration and may be amended from time to time by the Association. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Areas and Facilities, shall be assessed against the Units to which such Limited Common Areas and Facilities was assigned at the time the expense was incurred in the same allocation of Common Expense Liability of all such Units. Whenever the cost of any repair or replacement is covered by insurance maintained by the Association, then such proceeds shall be applied to the cost of such repair and replacement. If a deductible provision is applicable to such claim for the insurance proceeds, then the deductible portion of the cost of repair or replacement shall be borne by the Association or the Unit Owner as determined in accordance with the Chart of Maintenance Responsibilities as if no insurance coverage existed.

7.2 Association Right to Maintain. In the event that a Unit Owner shall fail to perform the maintenance required under the Chart of Maintenance Responsibilities in a manner satisfactory, then the Association shall have the right, through its agents and employees, to enter upon a Unit and provide for such maintenance. The cost of such maintenance and repair (including charges incurred to obtain access to the subject Unit) shall be assessed against the subject Unit in accordance with Article VI, Section 6.3.1.

7.3 Access to Units. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees or subcontractors, shall have the right to enter a Unit at a reasonable hour on any day.

ARTICLE VIII
USE RESTRICTIONS

8.1 No Unit shall be used for other than a residence, unless authorized by the Association. This restriction shall not apply to the Declarant relative to model units and sales offices.

VOL 1[illegible] PAGE 24

8.2 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 hereinafter expressly provided. Each building is provided with storage areas. The upstairs units shall share the upstairs storage areas and the downstairs units shall share the downstairs storage units.

8.3 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, without the prior consent of the Association. No Owner shall permit anything to be done or kept in any Unit 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.

8.4 Owners shall not cause or permit anything to be hung or displayed on the inside or outside of windows or placed on the outside walls of a building. No sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof.

8.5 No animals, rabbits, livestock, fowl or poultry of any kind, including dogs, cats or other household pets shall be raised, bred or kept in any Unit or in the Common Areas and Facilities.

8.6 No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or unreasonable disturbance to the Owners or occupants.

8.7 Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of a building or which would structurally change a building. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities and the exteriors of the buildings including the roofs and porches, without the prior written consent of the Association.

8.8 No clothes, sheets, blankets, laundry of any kind or other articles shall be hung or exposed on any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

8.9 There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Areas and Facilities except in accordance with the Rules and Regulations therefor adopted by the Association. A copy of the current Rules and Regulations are attached as Exhibit "F" for informational purposes only. Such Rules and Regulations are not a part of this Declaration and may be amended from time to time by the Association.

8.10 No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the property. The right is reserved by Declarant, or its agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units or the Common Areas and Facilities and to use any Unit as a model for or as an office for promotional purpose.

VOL 2[illegible] PAGE 085

8.11 No parking spaces shall be used for parking of any trailer coaches, house trailers, mobile homes, automobile trailers, recreational vehicles, campers, trucks in excess of one-quarter ton, boats, boat trailers or any other similar vehicles. No inoperative or unlicensed vehicles may be parked anywhere in the Common Areas and Facilities.

8.12 No Owner (including the Declarant), or any employee, agent or representative thereof, shall discriminate upon the basis of sex, race, age, color, creed, national origin, or veteran status in the sale, lease or rental of any Unit nor in the use of the Common Areas and Facilities.

8.13 Renting and Leasing of Units. Units may be rented or leased only by written leases and subject to the following restrictions:

8.13.1 The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (i) rental on a daily basis, or (ii) any rental if the occupants of the Units are provided customary hotel service.

8.13.2 All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

8.13.3 Each Owner agrees to cause his or her lessee, occupant or persons living with such Owner or with his or her lessee to comply with the Declaration, Bylaws, and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are fully liable for any violation of the documents and regulations. Failure of the tenants or occupants to so comply shall be, at the Board's option, considered a default in the lease.

8.13.4 In the event that a lessee, occupant or person living with the lessee violates a provision of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

ARTICLE IX
EASEMENTS

9.1 Encroachment Easements. In the event that, by reason of the construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any Unit it shall be necessary or advantageous to an Owner to use or occupy, for formal uses and purposes any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining this Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the

PAGE 036

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 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.

9.2 Maintenance Easements. The Owner of each Unit shall be subject to easements for access arising from necessity or maintenance or operation of the entire building. The owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antennas and other utilities now or hereafter existing within the walls.

9.3 Easements for Certain Utilities. The Association may hereafter grant easements for utility purposes for the benefit of the condominium property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities. 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.

9.4 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.

9.5 Easements for Support. Easements for lateral and subjacent support from every Unit and the Common Areas and Facilities are hereby established and shall exist for the benefit of each Unit and the Common Areas and Facilities.

9.6 Easements to Run with Land. All easements and right 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 an interest in said land, or any part or portion thereof.

9.7 Reference to Easements in Deeds. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirely in such document.

ARTICLE X
INSURANCE AND CASUALTY LOSSES

10.1 Insurance. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Property against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair of

VOL 1410 PAGE 87

reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Areas and Facilities, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members for all agents, and if reasonably available, directors' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance on the Common Areas and Facilities, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Areas and Facilities, public liability, and directors' and officers' shall be included in the General Assessment, as defined in Article VI, Section 6.2.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

10.1.1 All policies shall be written with a company licensed to do business in the State of Ohio.

10.1.2 All policies on the Property shall be for the benefit of the Unit Owners and their mortgagees as their interests may appear.

10.1.3 Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Association's Board of Trustees; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.1.4 In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Unit Owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

10.1.5 All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Athens County, Ohio, area.

10.1.6 The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

10.1.6.1 A waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, the Unit Owners and their respective tenants, servants, agents and guests;

10.1.6.2 A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

VOL 410 PAGE 038

10.1.6.3 That no policy may be cancelled, invalidated, or suspende account of the acts of any one or more individual Unit Owners;

10.1.6.4 That no policy may be cancelled, invalidated or suspended on account of the conduct of any trustee, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Unit Owner or mortgagee; and;

10.1.6.5 That any "other insurance" clause in any policy exclude individual Unit Owner's policies from consideration.

10.2 Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

10.2.1 If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Areas and Facilities, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interests may appear, if any Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

10.2.2 If it is determined, as provided for in Section 10.4 of this Article, that the damage or destruction to the Property for which the proceeds are paid shall not be repaired or reconstructed such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 10.2.1 hereof.

10.3 Damage or Destruction.

10.3.1 Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in the paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

10.3.2 Any damage or destruction to the Property shall be repaired or reconstructed unless at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Areas and Facilities damage or destruction shall be repaired or reconstructed.

PAGE 089

10.3.3 In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Areas and Facilities shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas and Facilities by the Association in a neat and attractive condition.

10.4 Repair and Restoration. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Unit Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

ARTICLE XI
CONDEMNATION

Whenever all or any part of the Common Areas and Facilities shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Unit Owners of Units subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Unit Owners, to be disbursed as follows:

If the taking involves a portion of the Common Areas and Facilities on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and Facilities, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Areas and Facilities, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII
MORTGAGEE PROVISIONS

12.1 Consent of Lenders Required. Unless two-thirds (2/3) of the institutional holders of first mortgages or by two-thirds (2/3) of the Owners other than Declarant within the Property have given their prior written approval, the Association shall not be entitled to:

12.1.1 by act or omission to seek to abandon or terminate the condominium project;

[illegible] PAGE 30

12.1.2 change the pro rata interests or obligations of any condominium Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards, or determine pro rata share of ownership of each condominium Unit in the Common Areas and Facilities;

12.1.3 partition or subdivide any condominium Unit;

12.1.4 Seek to abandon, partition, encumber, sell or transfer any Common Areas and Facilities by act or omission. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause;

12.1.5 use hazard insurance proceeds for losses to any condominium property (whether Units or Common Areas and Facilities) for other than the repair, replacement or reconstruction of such condominium property.

12.2 No Priority. No provision of this Declaration, the Bylaws or the Articles of Incorporation gives or shall be construed as giving any Unit Owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a payment to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or the Common Areas and Facilities.

12.3 Notice to Mortgagee. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request designating such Unit, will be entitled to written notification from the Association of any default in the performance by any Owner of a Unit in which such mortgagee has an interest of any obligation under this Declaration, the Bylaws or Articles of Incorporation which is not cured within sixty (60) days.

12.4 Management Agreement Limitations. Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the development, or any other agreement providing for services by the Declarant, may not exceed three (3) years and must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or fewer written notice.

ARTICLE XIII
AMENDMENT OF DECLARATION AND BYLAWS

13.1 Except as provided in Article XVI, this Declaration and the Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent of the Unit Owners representing at least seventy-five percent (75%) of the voting power of the Association. No amendment may alter the Allocation of Allocated Interests for Ownership of the Common Areas and Facilities unless unanimously approved by all Unit Owners affected. Any amendment must be executed with the formalities of Section 5301.01 of the Revised Code, and signed by the President and Secretary of the Association, who shall certify that the requisite consent or vote was obtained. Such amendment need not be signed by the Unit Owners.

VOL 170 PAGE 091

13.2 Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Unit; provided, however, that no such amendment shall materially affect any Unit Owner's interest in the Association or the Common Areas and Facilities. Each Unit Owner and his mortgagees, by acceptance of a deed to a Unit of a mortgage encumbering such Unit, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Unit Owner's and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

ARTICLE XIV
REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

14.1 The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the association attached hereto as Exhibit "D", shall give the Board the right, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (iii) after notice and a hearing levy a reasonable fine for such violation in accordance with the procedures adopted by the Board.

ARTICLE XV
SPECIAL DECLARANT RIGHTS

15.1 Use for Sale Purposes. Declarant reserves for itself, its successors and assigns, the right to maintain sales offices and models in Units or in the Common Areas and Facilities.

15.2 Easement Rights. Declarant reserves an easement over and through the Common Areas and Facilities as may be reasonably necessary for the purposes of discharging its obligations or exercising any rights in this Declaration.

15.3 Appoint and Remove Trustees. Declarant reserves the right to appoint and remove the Trustees and officers of the Association. This right shall terminate no later than the earlier of (i) three (3) years after the recording of this Declaration; or (ii) thirty (30) days after conveyance of 75% of the total Units which may be created to Owners other than Declarant.

VOL 1110 PAGE 02

Not later than thirty (30) days after conveyance of 25% of the Units to Owners rather than Declarant, at least one member and not less than 25% of the members of the Board of Trustees must be elected by the Owners other than Declarant. Not later than thirty (30) days after conveyance of 50% of the Units to Owners other than Declarant, not less than 33⅓% of the members of the Board of Trustees must be elected by the Owners other than Declarant.

ARTICLE XVI
DEVELOPMENT RIGHTS

16.1 Expansion of the Property. The Declarant expressly reserves to itself, its successors and assigns, the option and the right, but not the obligation to expand the Property; and to subject to this Declaration and the Act, to submit to the Property all or any portion of the Additional Property described in Exhibit "G" attached hereto and by this reference incorporated herein, including any buildings and improvements thereon.

16.1.1 Consent of the Unit Owners shall not be required to exercise this option.

16.1.2 This option to expand shall expire seven (7) years from the date that this Declaration is filed with the Recorder of Athens County. This option shall be renewable for an additional seven (7) year period at the option of the Declarant, exercisable within six (6) months of the expiration of the seven (7) year period with the consent of the majority of the Unit Owners other than the Declarant.

16.1.3 A legal description of all Additional Property which may be annexed is set forth in Exhibit "G".

16.1.4 There are no limitations on Declarant's right to add all or a particular portion of the Additional Property, nor is Declarant required to add all or any portion of the Additional Property.

16.1.5 There are no limitations on the times or the order in which Declarant may add Additional Property.

16.1.6 There are no limitations as to the locations of any improvements that may be made on any portion of the Additional Property.

16.1.7 The maximum number of Units that may be created on the Additional Property is 40 (forty) and the maximum number of Units per acre that may be created is 24 (twenty-four).

16.1.8 The maximum percentage of the aggregate land and floor area of all Units not restricted exclusively to residential use that may be created on the Additional Property is zero percent (0%).

16.1.9 In terms of quality of construction and principal material used, structures erected on the Additional Property shall be compatible with those on the Property.

VOL 240 PAGE 03

16.1.10 No other improvements must be made to Additional Property, nor are there any restrictions or limitations upon improvements that may be made.

16.1.11 Units created on the Additional Property shall either be the same type and substantially identical to Units presently on the Property or shall be one bedroom studio Units. The maximum number of one bedroom units that may be built is 30 (thirty).

16.2 Common Elements and Additional Property. The Declarant expressly reserves the right to create Limited Common Elements within any portion of the Additional Property or to designate Common Elements within any portion of the Additional Property that may be subsequently assigned as Limited Common Elements. Such Limited Common Elements shall be of a type, size and maximum number that are substantially similar to those in the Property.

16.3 Allocated Interests. If the option to expand the Property is exercised, the Allocation of Allocated Interests as set forth in Article III, Section 3.3 shall be reallocated with four bedroom Units being assigned a par value of 2.045, two bedroom units being assigned a par value of 1.5, and studio units being assigned a par value of 1.0.

16.4 Exercise of Option. This option reserved shall be exercised by the Declarant, its successors and assigns. The Declarant shall exercise this option by adoption, execution and recordation of an amendment to this Declaration together with such drawings and other documents as may be required by the Act.

ARTICLE XVII
CONDOMINIUM INSTRUMENT REQUIREMENTS

17.1 Except in its capacity as a Unit Owner of unsold condominium ownership interests, the Declarant or its agent 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 it may retain a property interest in recreational facilities furnished to Unit Owners or to Unit Owners and others under a contract entered into or renewed by the Association after Unit Owners other than the Declarant have assumed control of the Association.

17.2 The owners of condominium ownership interests that have been sold by the Declarant or his agent will assume control of the Common Areas and Facilities and of the Association as prescribed in division (C) of Section 5311.08 of the Revised Code.

17.3 Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control required by division (C) of this section for more than one (1) year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the Bylaws required by Section 5311.08 of the Revised Code.

17.4 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.

VOL 210 PAGE 004

17.4.1 Common Areas and Facilities. The Declarant shall repair or replace all roof and structural components and all mechanical, electrical, plumbing, and common service elements serving the condominium property, occasioned or necessitated by a defect in materials or workmanship for a period of two (2) years, commencing on the date the deed is filed for record following the sale of the first condominium ownership interest in the development to a purchaser in good faith for value.

17.4.2 Units. The Declarant shall repair or replace all structural, mechanical, and other elements pertaining to each unit occasioned or necessitated by a defect in materials or workmanship for a period of one (1) year commencing the date the deed is filed for record following the first sale of a condominium ownership interest to a purchaser in good faith for value. In the case of ranges, refrigerators, washing machines, clothes dryers, water heaters, and other similar appliances installed and furnished as part of the unit by the Declarant, the Declarant shall assign to purchaser the express and implied warranties of the manufacturers, and upon such assignment, the Declarant's warranty under this paragraph shall be limited to the installation of the appliances.

17.4.3 Limited Warranty. The Declarant shall not be liable for consequential or incidental damages arising from the results of any defect. The obligation of the Declarant is **Limited to the Above Repair or Replacement. There Are No Other Warranties, Express or Implied.**

17.5 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 Expense Liability attaching to such interests, from the date the Declaration is filed for record.

17.6 Deposits and down payments held in trust or escrow shall not be subject to attachment by creditors of the Declarant or a purchaser.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

18.2 No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

PAGE 095

18.3 The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

18.4 The heading to each article and to each section hereof are inserted only as a matter of convenience and for reference and no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

18.5 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

18.6 The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes requires to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

In Witness Whereof, the Declarant has executed this Declaration this 5th day of ~~February,~~ August 1994.

Signed and Acknowledged in the Presence of:

Sandra Jolliff
SANDRA JOLLIFF

David Frey
DAVID FREY

Student Real Estate, Inc.

By: Robert H. Walton
Robert H. Walton, President

STATE OF OHIO :
: ss,
COUNTY OF ATHENS :

The foregoing instrument was acknowledged before me this 5th day of ~~February~~ August, 1994 by **Robert H. Walton, President** of **Student Real Estate, Inc.**, an Ohio corporation, on behalf of the corporation.

Notary Public CHARLES DAVID FREY
Notary Public
Lifetime Commission

Prepared by David Frey, Attorney at Law, Athens, Ohio

VOL 270 PAGE 086

Exhibit "B"

UNIVERSITY COMMONS
PHASE I

ALLOCATION OF ALLOCATED INTERESTS

UNIT #	PAR VALUE
101-C	2.045
102-C	2.045
103-C	2.045
104-C	2.045
201-C	2.045
202-C	2.045
203-C	2.045
204-C	2.045
301-C	2.045
302-C	2.045
303-C	2.045
304-C	2.045
401-C	2.045
402-C	2.045
403-C	2.045
404-C	2.045
405-C	2.045
406-C	2.045
501-C	2.045
502-C	2.045
503-A	1.000
504-B	1.500
505-B	1.500
506-A	1.000
507-A	1.000
508-B	1.500
509-B	1.500
510-A	1.000
601-C	2.045
602-C	2.045
603-A	1.000
604-B	1.500
605-B	1.500
606-A	1.000
607-A	1.000
608-B	1.500
609-B	1.500
610-A	1.000
701-C	2.045
702-C	2.045
703-C	2.045
704-C	2.045
705-C	2.045
706-C	2.045
801-C	2.045
802-C	2.045
803-C	2.045
804-C	2.045
901-C	2.045
902-C	2.045
903-C	2.045
904-C	2.045

UNIT #	PAR VALUE
1001-C	2.045
1002-C	2.045
1003-C	2.045
1004-C	2.045
1005-C	2.045
1006-C	2.045
1101-C	2.045
1102-C	2.045
1103-C	2.045
1104-C	2.045
1105-C	2.045
1106-C	2.045
1201-C	2.045
1202-C	2.045
1203-C	2.045
1204-C	2.045
1205-C	2.045
1206-C	2.045
1301-C	2.045
1302-C	2.045
1303-C	2.045
1304-C	2.045
1305-C	2.045
1306-C	2.045
1401-C	2.045
1402-C	2.045
1403-C	2.045
1404-C	2.045
1405-C	2.045
1406-C	2.045
1501-C	2.045
1502-C	2.045
1503-A	1.000
1504-B	1.500
1505-B	1.500
1506-A	1.000
1507-A	1.000
1508-B	1.500
1509-B	1.500
1510-A	1.000

TRIPLETT ENGINEERING SERVICES

P.O. Box 449
Pomeroy, Ohio 45769
(614) 992-2194
Fax (614) 992-5689

Eugene Triplett, P.E., P.S.
Ohio, Indiana,
Kentucky & West Virginia

James T. Stewart, P.S.

DESCRIPTION FOR PHASE I
UNIVERSITY COMMONS

The following real estate situated in Outlots 62, 63, 112 and 113 in the City of Athens, Ohio, in Township 9N, Range 14W of the Ohio Company Purchase, and being a parcel created out of the Student Real Estate, Inc. dba University Housing property (Volume 166, Page 450 of the Athens County Official Records) in said Outlots bounded and described as follows:

Beginning on the south line of West State Street at a point North 75 degrees 45 minutes 55 seconds West 676.44 feet and then North 85 degrees 35 minutes 55 seconds West 209.66 feet from the northeast corner of said Outlot 113;

thence along the south line of West State Street the following two courses:
1) South 85 degrees 35 minutes 55 seconds East 209.66 feet;
2) South 75 degrees 45 minutes 55 seconds East 212.47 feet to an iron pin found at the northwest corner of the Electric Motor Services of Athens, Inc. property (Volume 375, Page 404 Athens County Deed Records);

thence along Electric Services' west line South 25 degrees 14 minutes 05 seconds West 64.00 feet to an iron pin found at Electric Services' southwest corner;

thence along a new parcel boundary the following four courses:
1) South 25 degrees 14 minutes 05 seconds West 30.00 feet to a railroad spike set by this survey;
2) South 58 degrees 08 minutes 44 seconds East 397.48 feet to an iron pin set by this survey, passing an iron pin set by this survey at 222.34 feet;
3) South 39 degrees 30 minutes 55 seconds East 79.20 feet to an iron pin set by this survey;
4) South 62 degrees 18 minutes 11 seconds East 91.96 feet to an iron pin set by this survey on the west line of North Shafer Street;

thence along the west line of North Shafer Street South 04 degrees 05 minutes 40 seconds West 190.53 feet to an iron pin set by this survey at the northeast corner of the Athens Cemetery Association property (Volume 29, Page 200 Athens County Deed Records);

VOL 1.3 PAGE 038

thence along the Cemetery's north line North 75 degrees 34 minutes 11 seconds West 674.43 feet to an iron pin set by this survey at the Cemetery's northwest corner (Volume 143, Page 595 Athens County Deed Records), also being the northeast corner of the Athens County Agricultural Society property (Volume 116, Page 429 Athens County Deed Records), said iron pin being on the east line of Outlot 62 in the City of Athens and North 03 degrees 48 minutes 23 seconds East 171.50 feet from the southeast corner of said outlot;

thence along the Agricultural Society's north line North 72 degrees 06 minutes 59 seconds West 350.93 feet;

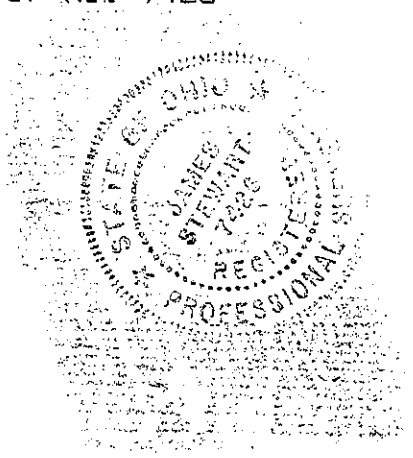
thence along a new parcel line North 22 degrees 18 minutes 29 seconds East 412.02 feet to the point of beginning, containing 7.992 acres.

Subject to all legal easements.

The above description was made in accordance with an actual survey conducted by James Stewart PS 7426 on June 11 and 19, 1992. Bearings are assumed and are intended only to express angular measurement.

Description prepared by:

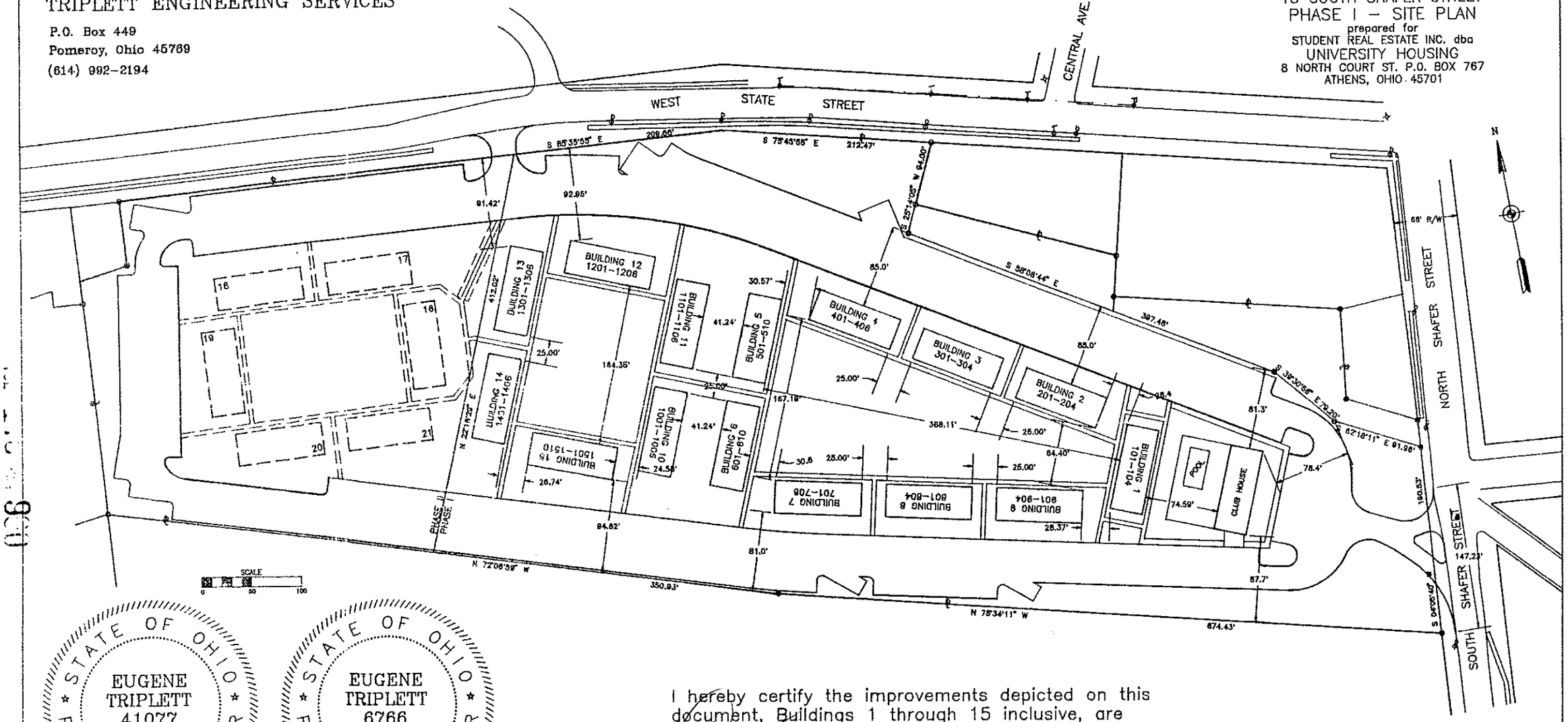
James Stewart
Professional Surveyor No. 7426
Pomeroy, Ohio
March 1, 1994



VOL 1.0 PAGE 39

TRIPLETT ENGINEERING SERVICES
P.O. Box 449
Pomeroy, Ohio 45769
(614) 992-2194

UNIVERSITY COMMONS
15 SOUTH SHAFER STREET
PHASE I – SITE PLAN
prepared for
STUDENT REAL ESTATE INC. dba
UNIVERSITY HOUSING
8 NORTH COURT ST. P.O. BOX 767
ATHENS, OHIO 45701



I hereby certify the improvements depicted on this document, Buildings 1 through 15 inclusive, are located as shown, but are not yet completed.

(8/5/1994)

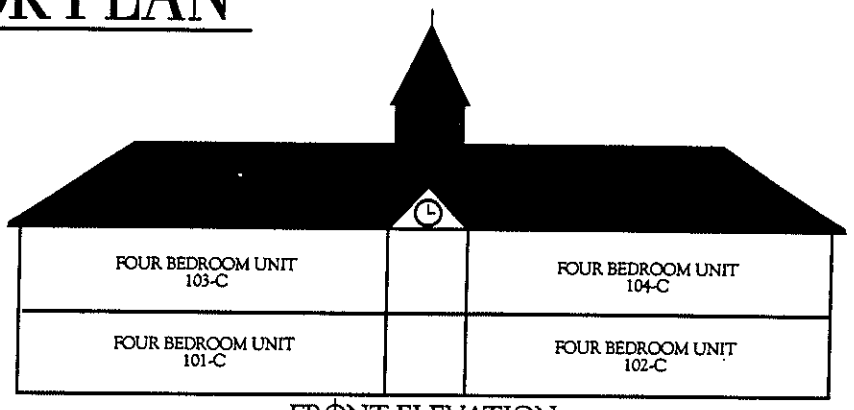
Eugene Triplett P.E., P.S.

STATE OF OHIO
EUGENE TRIPLETT
41077
REGISTERED PROFESSIONAL ENGINEER

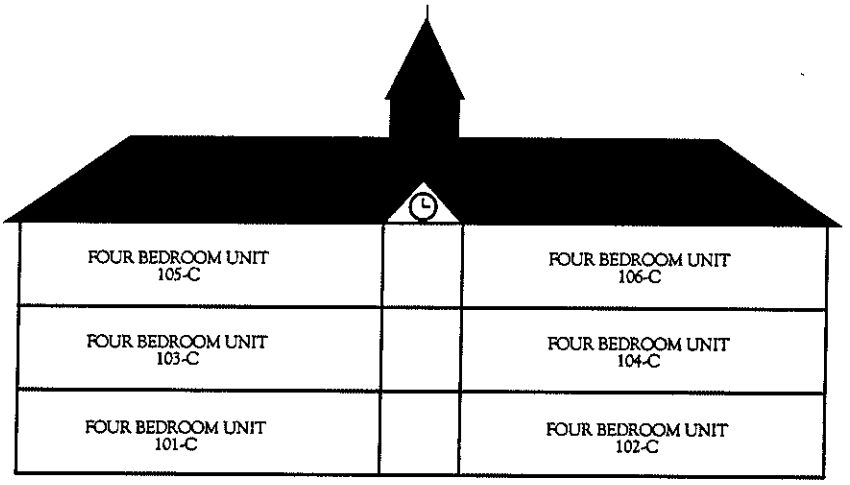
STATE OF OHIO
EUGENE TRIPLETT
6766
REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT "C"

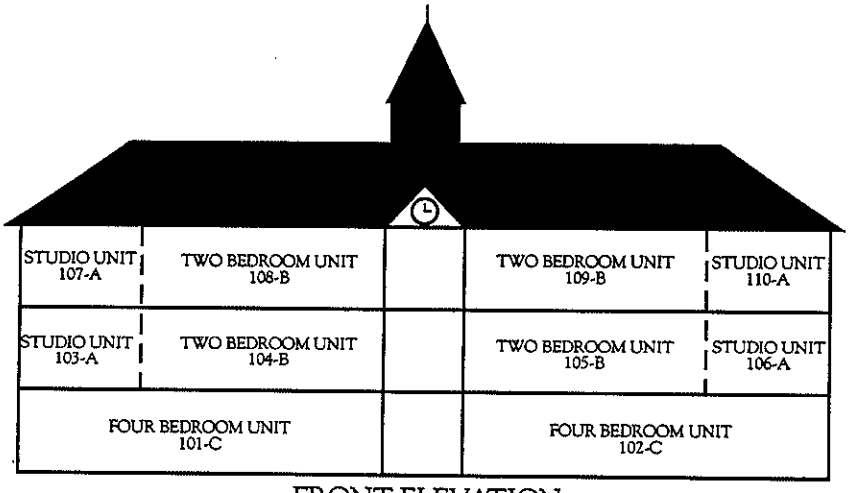
INTERIOR PLAN



FRONT ELEVATION
Two Story Building - Style "A"

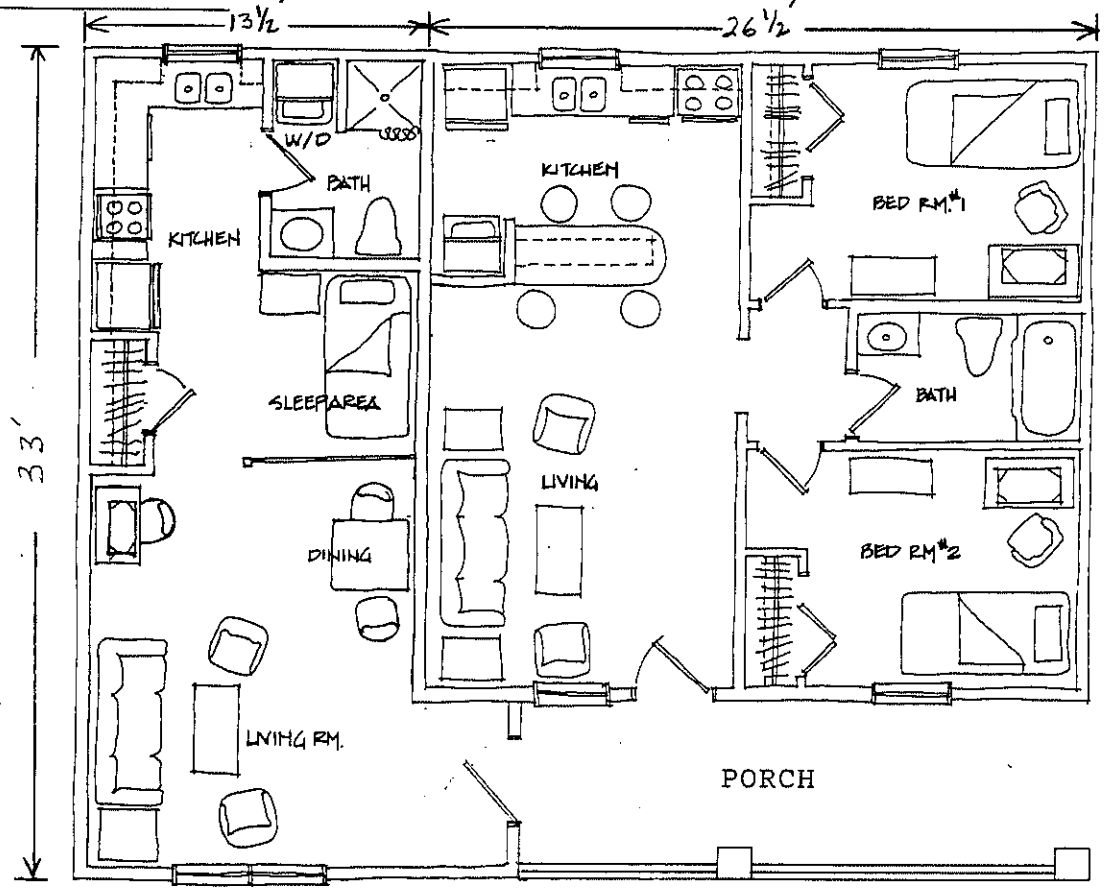


FRONT ELEVATION
Three Story Building - Style "B"



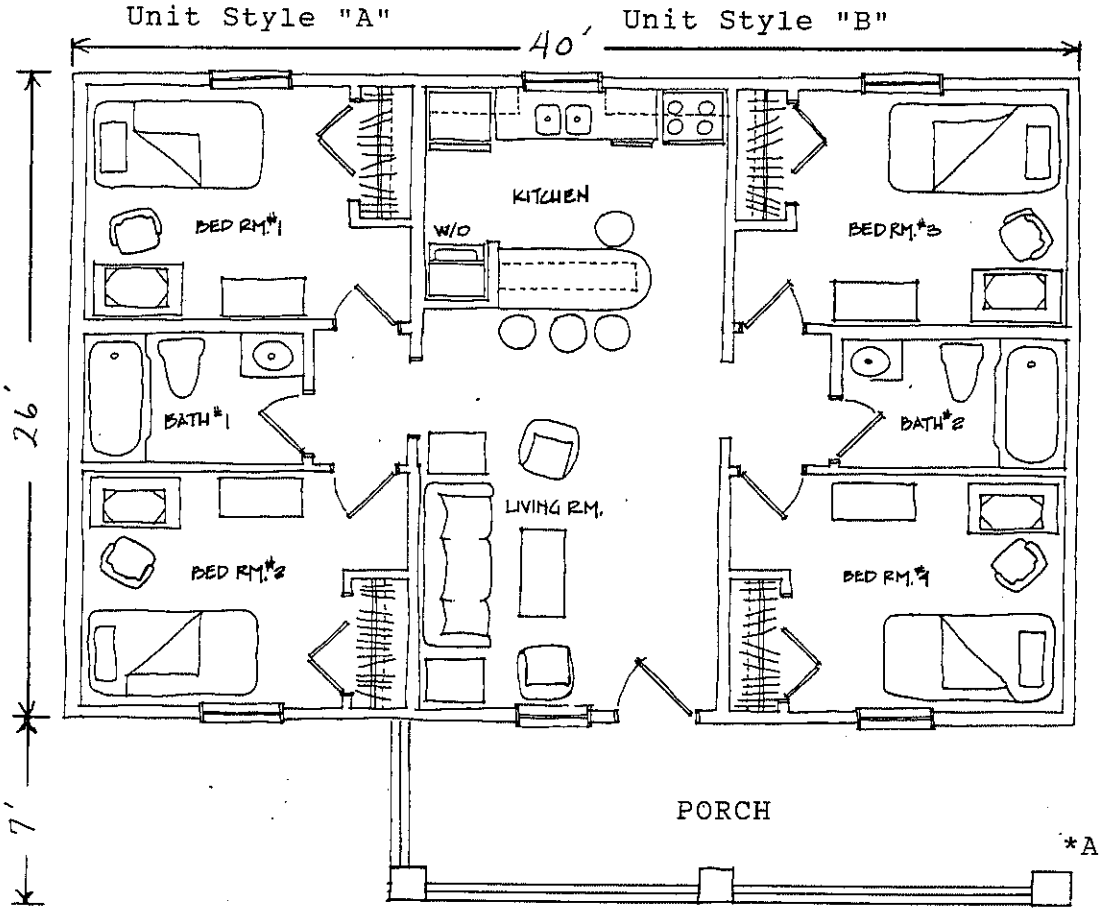
FRONT ELEVATION
Three Story Building - Style "C"

FLOOR PLANS



STUDIO - 450 sq.ft.* **TWO BEDROOM** - 675 sq.ft.*

Unit Style "A" Unit Style "B"



*Approximate

Unit Style "C"

 FOUR BEDROOM - 1,040 sq.ft.*

EXHIBIT "D"

BYLAWS OF UNIVERSITY COMMONS PROPERTY OWNERS ASSOCIATION INC.

ARTICLE I
GENERAL

SECTION 1. Name and Nature of the Association. The name of the Association shall be **University Commons Property Owners Association, Inc.** and shall be an Ohio corporation, not for profit.

SECTION 2. Definitions. The terms used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ARTICLE II
MEETINGS OF MEMBERS

SECTION 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Trustees either in the City of Athens, Athens County, Ohio or as convenient thereto as possible and practical.

SECTION 2. Annual Meetings. The first meeting of the Members shall occur within three months after 25% of the undivided interests in the common areas and facilities have been sold and conveyed by the developer in the condominium development and at such other times as may be required by the Declaration or the act. Thereafter the first annual meeting shall be set by the Board so as to occur no later than one hundred twenty (120) days after the close of the Association's fiscal year. Subsequent annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at a time and date as set by the Board.

SECTION 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Trustees or a written petition signed by at least twenty-five percent (25%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail or cause to be delivered to the Owner of record of each Unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting, as well as the time and place where it is to be held. If an Owner wishes notice to be given at an address other than his or her Unit, he or she shall designate such address by written notice to the Secretary. The mailing or delivering of a notice of a meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting.

SECTION 5. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after the holding of such meeting. Attendance of any Member at

any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of the adjourned meeting are not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken shall be approved by at least a majority of Members required to constitute a quorum.

SECTION 7. Voting Rights. Votes in the Association shall be allocated among the several Unit Owners in accordance with the allocation of Allocated Interests in the ownership of the Common Areas and Facilities as set forth in the Declaration. If only one of several owners of a Unit is present at a meeting of the Association, that Unit Owner is entitled to cast the votes allocated to that Unit. If more than one of the owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The Association may adopt rules regarding deadlocks. No votes allocated to a Unit owned by the Association may be cast.

Unless expressly reserved and the Association is notified of the reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

SECTION 8. Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If the Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the owners of a Unit through a duly executed proxy. A Unit Owner may revoke a proxy given pursuant to this section only by actual notice of the revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate one (1) year after its date, unless it specified a shorter time.

SECTION 9. Majority of Owners. As used in these Bylaws, the term majority shall mean those votes, Owners, Members or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

SECTION 10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of one-third (1/3) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

SECTION 11. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted as well as record of all transactions occurring thereat.

SECTION 12. Action Without A Meeting. Any action which may be authorized or taken at a meeting of the members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by not less than a majority of the Members. Any such writing shall be entered into the minute book of the Association.

ARTICLE III
BOARD OF TRUSTEES

SECTION 1. Governing Body. Except as otherwise provided by law, the Articles of Incorporation, the Declaration or these Bylaws, all of the authority of the Association shall be exercised by or under the direction of the Board of Trustees who shall act as the Board of Managers pursuant to Section 5311.08 of the Ohio Revised Code.

SECTION 2. Number and Qualification of Trustees. The initial Board of Trustees in the Association shall consist of three (3) persons and shall be those named in the Articles of Incorporation or other such person or persons as may be substituted by the Declarant pursuant to Article XV, Section 15.3. At such time as the Owners are entitled to elect 25% of the Members of the Board, the Board of Trustees shall be expanded to consist of four (4) persons. At such time as the Owners are entitled to elect 33 1/3% of the members of the Board, the Board of Trustees shall be expanded to consist of five (5) persons. Except those appointed by the Declarant, all Trustees must be Owners. The spouse of an Owner is qualified to act as a Trustee if both the owner and the spouse occupy the Unit. No person and his or her spouse may serve on the Board at the same time.

SECTION 3. Nomination of Trustees. Nominations for election to the Board of Trustees shall be made by a Nominating committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board at each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

SECTION 4. Election of Trustees. The Trustees shall be elected at each annual meeting of the Members of the Association or at a special meeting called for the purpose of electing Trustees. At a meeting of Members of the Association at which Trustees are to be elected, only persons nominated as candidates shall be eligible for election as Trustees and the candidates receiving the greatest number of votes shall be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to the Board shall be by secret written ballot and at such elections, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

PAGE 005

Not later than five (5) years after the filing of the Articles of Incorporation of the Association or thirty (30) days after the time all units of University Commons have been sold and conveyed by the Developer, whichever occurs first, the unit owners shall meet and elect all members of the Board of Trustees and all officers of the Association.

SECTION 5. Term of Office; Resignations. Except for those Trustees appointed by the Declarant, each Trustee shall hold office for a term of three (3) years and until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. It is intended by these Bylaws that the terms of the Trustees shall be staggered by lot. The initial terms of the Trustees elected by the Owners shall be adjusted to carry out this intent.

Any Trustee may resign at any time by oral statement to that effect made at a meeting of the Board of Trustees or in writing to that effect delivered to the Secretary of the Association. Such resignation to take effect immediately or at such other time as the Trustee may specify. In the event of death or resignation of a Trustee, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

SECTION 6. Compensation. Members of the Board of Trustees shall serve without compensation, except that they may be reimbursed for actual expenses incurred on behalf of the Association.

SECTION 7. Removal of Trustees. At any regular or special meeting of the Association duly called, any one or more of the Board of Trustees may be removed, with or without cause, by a majority vote of the Owners, and a successor may then and there be elected to fill the vacancy thus created. A Trustee whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any Trustee who has three (3) unexcused absences from Board meetings or who is delinquent in payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Trustees at meeting, a quorum being present.

SECTION 8. Organization Meetings. The first meeting of the members of the Board of Trustees following each annual meeting of the members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

SECTION 9. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least two (2) such meetings shall be held during each fiscal year.

SECTION 10. Special Meetings. Special meetings of the Board of Trustees shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

SECTION 11. Notice of Meetings; Waiver. Notice of the time and place of each meeting of the Trustees, whether regular or special, shall be given to each Trustee by one of the following methods: (a) personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Trustee or to a person at the Trustee's home or place of business who would reasonably be expected to communicate such notice promptly to the Trustee;

... 1.0 PAGE 806

or (d) by telegram or cablegram, charges prepaid. All such notices shall be given or sent to the Trustee's address or telephone number as shown on the records of the Association. Notice sent by first class mail shall be deposited into a United States mailbox, at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph or cablegram company at least seventy-two (72) hours before the time set for the meeting. Notices shall also be posted at a prominent place within the Property not less than seventy-two hours prior to the scheduled time of the meeting.

Waiver of notice of meetings of the Trustees shall be deemed the equivalent of proper notice. Any Trustee may, in writing, waive notice of any meeting of the Board, either before or after the holding of such meeting. Such writing shall be entered into the minutes of the meeting. Attendance of any Trustee at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of such meeting.

SECTION 12. Quorum of the Board of Trustees. At all meetings of the Board of Trustees, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustee present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of the Trustees, if any action taken is approved by at least a majority of the required quorum for that meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are affixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

SECTION 13. Conduct of Meetings. The President shall preside over all meetings of the Board of Trustees, and the Secretary shall keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

SECTION 14. Voting by Trustees. A Trustee who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

SECTION 15. Open Meetings. All meetings of the Board of Trustees shall be open to all Members of the Association, but Members other than the Trustees may not participate in any discussion or deliberation unless expressly so authorized by a majority of the quorum of the Board.

SECTION 16. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, or orders of business of similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

SECTION 17. Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Trustees may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all the Trustees. Any such writing shall be entered into the minute book of the Association. An explanation of the action taken shall

VOL 1.16 PAGE 907

be sent to each Owner within three (3) days after written consents of all the Board members have been obtained.

SECTION 18. Rights of Association. With respect to the Common Areas and Facilities or other Association responsibilities owned, and in accordance with the Declaration, Articles of Incorporation and the Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions.

ARTICLE IV
OFFICERS

SECTION 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Trustees may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among members of the Board of Trustees.

SECTION 2. Election; Term of Office; Vacancies. The officers of the Association shall be elected annually by the Board of Trustees at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

SECTION 3. Removal. Any officer may be removed by the Board of Trustees whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent or both.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V
COMMITTEES

SECTION 1. General. Except as hereinafter provided in Section 2, committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Trustees present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and operate in accordance with the terms of

VOL 1.0 PAGE 908

the resolution of the Board designating such committee or with rules adopted by the Board and to the full extent permitted by law.

SECTION 2. Executive Committee. The Board of Trustees may, by resolution adopted or signed by all of the Trustees, appoint an Executive Committee to consist of three (3) Trustees. The Board may delegate any or all of its duties to such committee. Any resolution or writing appointing such committee must acknowledge the responsibility of all of the Trustees for the operation and administration of the Association.

ARTICLE VI
DETERMINATION AND PAYMENT OF ASSESSMENTS

SECTION 1. Adoption of Budget. It shall be the duty of the Board to prepare and adopt a budget covering the estimated Common Expenses of the Association for the coming fiscal year. The budget shall also include a capital contribution or reserve in accordance with a capital budget separately prepared. After adoption of the budget, the Board shall cause a summary of the budget and the Assessments to be levied against each Unit for the following year to be delivered to each Owner. Such summary shall be delivered at least thirty (30) days prior to the start of the fiscal year. The budget and Assessments shall take effect on the first day of the fiscal year.

SECTION 2. Capital Budget and Contribution. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 1 of the Article. A copy of the capital budget shall be distributed to each Owner in the same manner as the operating budget.

SECTION 3. Failure to Adopt Budget. The failure or delay of the Board to adopt a budget as provided herein shall not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments last adopted shall continue until such time as the Board adopts a new budget.

SECTION 4. Computation of Assessments. The Assessment for each Unit shall be determined in accordance with the operating budget and the capital contribution budget as they apply to the various Units. Unless otherwise determined by the Board, all Assessments shall be charged on an annual basis.

SECTION 5. Payment, Delinquency and Acceleration. Unless otherwise determined by the Board, all Assessments shall be payable in advance on a quarterly basis. Any installment of an Assessment shall become delinquent if not paid on the due date as established by the Board. With respect to each installment of an Assessment not paid within five (5) days after its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, together with interest at the rate of 18% per annum calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Assessment is not paid within ten (10) days after its due date, the Board may, at its election, declare all of the unpaid balance of the

VOL 1110 PAGE 809

Assessment for the then current fiscal year, attributable to that Unit, to be immediately due and payable without further demand and may enforce collection of the full Assessment and all charges thereon in any manner authorized by Law, the Declaration and these Bylaws.

SECTION 6. Remedies for Default. If an Owner is in default of payment of an Assessment, the Board may authorize collection through any lawful means, including foreclosure of the lien or collection proceedings for the personal obligation to pay Assessments. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election of remedies by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election of remedies precluding institution of a suit at law to attempt to effect collection of any sums then remaining owing to it. Interest and all costs of such collection, including but not limited to court costs, lien fees, attorney fees shall be included in the amount due from the Owner and may be collected. The Board may authorize the Association to bid its interest at any foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit.

ARTICLE VII
MISCELLANEOUS

SECTION 1. Fiscal Year. The Association may adopt any fiscal year as determined by the Board.

SECTION 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles of Incorporation, the Declaration, or these Bylaws.

SECTION 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Ohio law, the Declaration, the Articles of Incorporation, and these Bylaws (in that order) shall prevail.

SECTION 4. Books and Records.

a. Inspection by Members. The membership book, account books and minutes of the Association, the Board and any committee shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the City of Athens, Athens County, Ohio, as the Board shall prescribe.

b. Rules for Inspection. The Board shall establish reasonable rules with respect to:

i. notice to be given to the custodian of the records by the Members desiring to make the inspection;

ii. hours and days of the week when such inspection may be made; and

PAGE 10

iii. payment of the cost of reproducing copies requested by a Member.

c. Inspection by Trustees. Every Trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Trustee includes the right to make extracts and copies of documents at the expense of the Association.

SECTION 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communication under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

a. if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if not such address has not been designated, at the address of the Unit of such Owner; or

b. if to the Association, the Board of Trustees, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the Board with written notice to the Owners.

SECTION 6. Amendment. The Bylaws may be amended by affirmative vote of not less than 75% of the voting power of the Association, provided that no modification of or amendment to Bylaws is valid unless it is set forth in an amendment to the Declaration and the amendment is filed for record.

SECTION 7. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Trustees may decide, provided, however, after having received the Board's audit at the annual meeting, the Owners, by majority vote, may require the accounts of the Association to be audited as a Common Expense by a public accountant.

SECTION 8. Code of Regulations. These Bylaws shall serve as the Association's Code of Regulations required by Section 1702.10 of the Revised Code of Ohio.

Pursuant to Section 1702.10 of the Ohio Revised Code, the undersigned being the sole incorporator of University Commons Property Owner's Association, Inc., hereby adopts the foregoing Bylaws as the regulations for the government of the Association, the conduct of its affairs and the management of its property, this 5th day of August, 1994.

David Frey

VOL 1[illegible] PAGE 911

Exihibit "E"

Chart of Maintenance Responsibilities

I Item	II General Common Elements Under Association Responsibility	III Limited Common Elements Under Association Responsibility	IV Elements Under Unit Owner's Responsibility Without Respect to Ownership
Grounds, including all landscape and paving area and other improvements theron lying outside the main walls of the buildings.	All.		
Building, exterior roof vertical walls, foundations.	All in all regards with certain exceptions expressed elsewhere herein regarding routine cleaning.		
Windows and screens.		In all regards.	
Doors, main entry to units.		All surfaces exposed to porch including door panel, trim and sill.	Interior of door panel, interior trim, hardware set including lock and door chime assembly and hinges/closure.

I	II	III	IV
Porches.		In all regards except routine cleaning.	Routine Cleaning.
Plumbing and related systems and components thereof.	All maintenance, repair and replacement of portions of plumbing constituting service to more than one unit. Water damage to common areas and facilities or other units except as provided for in Column IV.	If any, same as in Column II.	All portions, including fixtures and appliances attached thereto. Water damage to a unit, when the primary source of such problem is through negligence of the occupants of that unit.
Electrical and related systems and components thereof excluding appliances, fixtures and lights serving only one unit.	All maintenance, repair and replacement of portions of the electric which serve more than one unit.	If any, same as in Column II.	All maintenance, repair and replacement of electric which serves only one unit.
Heating and cooling systems and components thereof which serve the separate units.			Repairs and replace-ments including filters to be at unit owner's expense.
Storage Areas.		All except routine cleaning.	Routine Cleaning.
Stairways.		All in all regards.	

NOTES

Maintenance Responsibilities:

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. The appropriate sections of the Declaration determine ownership:

Column I: **Items.** Items appearing in this column are illustrative and not exhaustive.

Column II: **Common Areas and Facilities Under Association Responsibility.** Responsibility for determining and providing for the maintenance, repair and replacement requirements of the Common Areas and Facilities and determining the costs thereof shall be primarily the responsibility of the Board of Trustees and such designees to which it may delegate certain such responsibilities.

Column III: **Limited Common Areas and Facilities Under Association Responsibility.** Responsibility for determining and providing for the maintenance, repair and replacement requirements of the Limited Common Areas and Facilities shall be a shared responsibility between the Board of Trustees and the Unit Owner of a Unit to which a specific Limited common Area and Facility is exclusively appurtenant. The Board of Trustees, however, shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: **Elements Under Unit Owner's Responsibility Without Respect to Ownership.** The items in this column are not intended to be exclusive and all-encompassing and do not affect the responsibilities expressly provided for otherwise.

General Note: Due to the nature of the buildings and their components and the nature of condominium ownership in general, there may exist certain items for which a clear distinction between Unit Owner and Association responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building Thus certain costs which may appear to benefit a single Unit Owner, but which affect other Owners may be declared by the Board of Trustees to be a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined Common Areas and Facilities and Common Expenses. The determination of such responsibility and expense by the Board shall be conclusive.

UNIVERSITY COMMONS

RULES AND REGULATIONS
(February 21, 1994)

1. **EMERGENCY CALLS:** All regular business should be taken care of during office hours. In an emergency, the resident manager should be called. An emergency is defined as a situation in which either the resident or property will suffer loss if the situation goes uncorrected until the office opens.

2. **FIRE SAFETY:** Residents shall be responsible for the maintenance and replacement of any smoke alarm and any fire extinguisher in the unit which is lost or discharged or loses pressure during occupancy.

3. **HEALTH AND SAFETY:** Residents shall comply with all applicable state, county and local housing, health and safety codes. Residents shall keep their unit safe and sanitary. Residents shall use and/or operate all electrical and plumbing fixtures properly and keep all plumbing fixtures in the unit in a clean condition. Units will be inspected for general condition between quarterly sessions.

4. **LOCKOUTS AND KEYS:** If Resident is locked out of his or her unit, or for whatever reason needs Landlord's assistance to gain access to the unit, Resident shall be charged a fee of ten ($10.00) dollars. Resident shall also pay replacement cost of any lost mailbox or unit keys. Resident shall receive only one mailbox key. Resident shall not place any additional locks on any door.

5. **THERMOSTAT SETTING: During the winter months and during vacation breaks, under no circumstances shall the heat in the unit be turned off, and under no circumstances shall the leased unit's thermostat be set lower than sixty degrees (60*) Fahrenheit. Any damage to the pipes or any other damage that occurs because of disregard of this clause shall be Resident's responsibility.**

6. **COMMON AREAS:** The sidewalks, entry passages, halls, public corridors, stairways and other common areas shall not be obstructed by Residents or used by Residents for any other purpose other than ingress and egress. Any vehicle on premises belonging to Resident must be registered, display a valid parking permit, be operable, and be legally parked, or be subject to citation and /or towing.

7. **NOISE AND DISTURBANCES:** No Residents or Resident's guest shall create excessive noise or disturbance at any time. Loud radio, TV or stereo will not be tolerated, and special care should be taken to prevent all loud noise levels before 8:00 AM and after 10:00 PM.

8. **SIGNS:** No signs, banners, posters, flags, lights or any other items which would be visible to the exterior of the buildings are permitted.

9. **WATERBEDS:** No waterbeds are allowed in units.

10. **PETS:** No pets shall be allowed at any time. No aquariums over one gallon in size are permitted.

11. **FURNACE AND AIR CONDITIONER:** Resident agrees to clean and/or replace the furnace/air filters once a month.

12. **HOUSEHOLD MAINTENANCE:** Resident shall perform normal household maintenance, including the replacement of light bulbs, fuses, and cleaning of carpets, sinks, commodes, etc.

13. **FURNITURE**: No upholstered furniture of any kind may be placed outdoors of the unit, including on the patios, porches, and balconies. No furniture of any kind may be left outdoors overnight, including on patios, porches, and balconies. No grills or other such items may be left outdoors overnight, including on patios, porches, or balconies.

14. **TRASH:** All garbage and refuse shall be properly contained and disposed of. No trash shall be left outdoors (except in dumpsters), including on any patios, porches or balconies at any time.

15. **PARKING:** Reserved parking spaces are for use by Residents and owners only; guests should use the unreserved spaces. One vehicle per bedroom is allowed, all vehicles must be registered with the office and display a properly-affixed parking sticker. Any vehicle parked outside of designated parking spaces will be subject to towing/citation.

16. **WALLHANGINGS:** No tape or Plastitak may be used on any walls. Small nails or brads should be used to hang decorations.

17. **CLUBHOUSE:** No alcohol or smoking is permitted in the Clubhouse/Office area.

18. **GUESTS:** Residents are responsible for the actions of their guests.

19. **LOCKS:** No additional locks shall be placed on any door.

20. **INSURANCE:** Residents shall not do any act which would cancel, violate or increase the fire insurance policy or premiums on said premises.

21. **BLINDS:** Custom vinyl mini-blinds shall not be removed from the windows unless replaced with the same.

TRIPLETT ENGINEERING SERVICES

P.O. Box 449
Pomeroy, Ohio 45769
(614) 992-2194
Fax (614) 992-5689

Eugene Triplett, P.E., P.S.
Ohio, Indiana, Kentucky & West Virginia

James T. Stewart, P.S.

EXHIBIT "G" page 1 of 2

DESCRIPTION FOR PUD
UNIVERSITY COMMONS

The following real estate situated in Outlots 62, 63, 112 and 113 in the City of Athens, Ohio, in Township 9N, Range 14W of the Ohio Company Purchase, and being a parcel created out of the Student Real Estate, Inc. dba University Housing property (Volume 166, Page 450 of the Athens County Official Records) in said Outlots bounded and described as follows:

Beginning at a five inch iron post found on the south line of said railroad property, being on the west line of Outlot 63 and North 04 degrees 01 minutes 32 seconds East 331.67 feet from the southwest corner of Outlot 63;

thence along the west line of Outlot 63 North 04 degrees 01 minutes 32 seconds East 239.02 feet to the southwest corner of the Ohio Fuel Gas Company property (Volume 219, Page 003 Athens County Deed Records), passing an iron pin found at the southeast corner of the Lavona Datson property (Volume 383, Page 625 Athens County Deed Records) at 215.47 feet;

thence along Ohio Fuel Gas' south line North 82 degrees 48 minutes 05 seconds East 50.97 feet to an iron pin set by this survey at the southeast corner of Ohio Fuel Gas' property;

thence along Ohio Fuel Gas' east line North 04 degrees 01 minute 32 seconds East 65.23 feet to an iron pipe found on the south line of West State Street;

thence along the south line of West State Street the following two courses:
1) South 85 degrees 35 minutes 55 seconds East 611.93 feet
2) South 75 degrees 45 minutes 55 seconds East 212.47 feet to an iron pin found at the northwest corner of the Electric Motor Services of Athens, Inc. property (Volume 375, Page 404 Athens County Deed Records);

thence along Electric Services' west line South 25 degrees 14 minutes 05 seconds West 64.00 feet to an iron pin found at Electric Services' southwest corner;

thence along a new parcel boundary the following four courses:
1) South 25 degrees 14 minutes 05 seconds West 30.00 feet to a railroad spike set by this survey;
2) South 58 degrees 08 minutes 44 seconds East 397.48 feet to

an iron pin set by this survey, passing an iron pin set by this survey at 222.34 feet;

3) South 39 degrees 30 minutes 55 seconds East 79.20 feet to an iron pin set by this survey;
4) South 62 degrees 18 minutes 11 seconds East 91.96 feet to an iron pin set by this survey on the west line of North Shafer Street;

thence along the west line of North Shafer Street South 04 degrees 05 minutes 40 seconds West 190.53 feet to an iron pin set by this survey at the northeast corner of the Athens Cemetery Association property (Volume 29, Page 200 Athens County Deed Records);

thence along the Cemetery's north line North 75 degrees 34 minutes 11 seconds West 674.43 feet to an iron pin set by this survey at the Cemetery's northwest corner (Volume 143, Page 595 Athens County Deed Records), also being the northeast corner of the Athens County Agricultural Society property (Volume 116, Page 429 Athens County Deed Records), said iron pin being on the east line of Outlot 62 in the City of Athens and North 03 degrees 48 minutes 23 seconds East 171.50 feet from the southeast corner of said outlot;

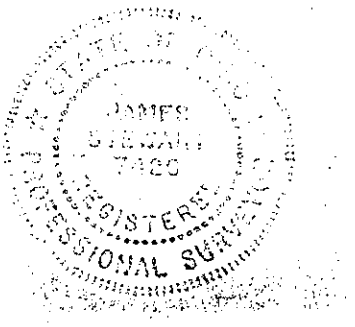
thence along the Agricultural Society's north line North 72 degrees 06 minutes 59 seconds West 683.62 feet to the point of beginning, containing 11.113 acres.

Subject to all legal easements.

The above description was made in accordance with an actual survey conducted by James Stewart PS 7426 on June 11 and 19, 1992. Bearings are assumed and are intended only to express angular measurement.

Description prepared by:

James Stewart
Professional Surveyor No. 7426
Pomeroy, Ohio
March 1, 1994



ARTICLES OF INCORPORATION
UNIVERSITY COMMONS PROPERTY OWNERS ASSOCIATION, INC.

In compliance with the requirements of the provisions of Chapter 1702 of the Revised Code of Ohio, the undersigned hereby forms a corporation not-for-profit as follows:

ARTICLE I - NAME

The name of the corporation is University Commons Property Owners Association, Inc.

ARTICLE II - PRINCIPAL OFFICE

The principal office of the Association shall be at the University Commons Clubhouse, #15 South Shafer Street in Athens, Ohio, or such other place in Athens County, Ohio, as the Board of Trustees of the Association shall specify from time to time.

ARTICLE III - PURPOSE AND POWERS

The purpose of this corporation is to serve as a unit owners association of the University Commons Condominium (hereinafter "Condominium" or "the Condominium") to administer such condominium pursuant to Section 5311.08 of the Revised Code of Ohio.

Toward such purpose, the Association shall be empowered to act upon behalf of the Condominium as follows:

a. Adopt and amend Bylaws and Rules and Regulations, provided that no modification of or amendment to the Bylaws shall be valid unless it is set forth in an amendment to the Declaration and is filed for record.

b. Adopt and amend budgets for revenues, expenditures and reserves and collect assessments from unit owners of the Condominium.

c. Hire and discharge managing agents and other employees, agents and independent contractors.

d. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting Condominium property.

e. Make contracts and incur liabilities.

f. Regulate the use, maintenance, repair, replacement and modification of the common areas and facilities of the Condominium.

g. Grant easements, liens, licenses and concessions through and over the common areas and facilities.

h. Cause additional improvements to be made to the common areas and facilities of the Condominium, except that the Association shall have no power to create new units.

i. Acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property.

j. Impose and receive any payments, fees or charges for the use, rental or operation of the common areas and facilities of the Condominium and for service provided to the unit owners.

k. Impose charges for late payments of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, Rules and Regulations of the Association.

l. Impose reasonable charges for the preparation and recordation of amendments to the Declaration and Bylaws or for statements of unpaid assessments.

m. Assign its right to future income, including the right to receive common expense assessments, except that this power shall be limited to the purpose of repair of existing structures of the Condominium.

n. Exercise any other powers conferred by the Declaration.

o. Exercise all powers that may be exercised in this state by condominium unit owners associations as provided in Chapter 5311 of the Ohio Revised Code.

p. Exercise any other powers necessary and proper for the governance of the Association.

The Association shall not do any act or enter into any agreement or enter into any transaction in a manner which would violate any provision of Chapter 1702 of the Ohio Revised Code or the provisions of these Articles, the Declaration or the Bylaws.

ARTICLE IV - MEMBERSHIP

Membership in this Association is limited to unit owners of the Condominium, and every unit owner shall be a member of the Association. The foregoing is not intended to include persons or

entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a unit, and transfer of a unit shall automatically transfer membership to the transferee.

ARTICLE V - BOARD OF TRUSTEES

The following persons shall be the initial Trustees and shall continue to serve until their successors are appointed by the Developer, or are otherwise selected pursuant to the Declaration in accordance with Section 5311.08 of the Revised Code of Ohio.

Robert H. Walton	PO Box 767 Athens OH 45701-0767
Richard P. Wespiser	PO Box 767 Athens OH 45701-0767
Robert Christopher Walton	PO Box 767 Athens OH 45701-0767

Other trustees shall be elected as provided in the Declaration in accordance with Section 5311.08 of the Revised Code of Ohio.

ARTICLE VI - INDEMNIFICATION

(1) The Association shall indemnify every person who is or has been a trustee, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a trustee, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (b) in any matter the

subject of a criminal action of proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(2) Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of trustees of the Association who were not and are not parties to or threatened with any such action, suit or proceeding, or (b) if such a quorum is not obtainable, or if a majority of the quorum of disinterested trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the owners, or (d) by the court in which such action, suit or proceeding was brought.

(3) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the owners, or otherwise.

ARTICLE VII - DURATION

The Association shall continue to exist as long as University Commons is condominium property.

ARTICLE VIII - DEFINITIONS

All terms used herein shall have the same meanings as set forth in Section 5311.01 of the Revised Code of Ohio, as may be amended, or to the extent that such definitions are not in conflict, as set forth in the Declaration of Condominium Ownership of University Commons Condominium, Phase I (referred to else where herein as "the Declaration").

ARTICLE IX - AMENDMENTS

The Articles may be amended only under the same terms and conditions and with the same approvals as are provided in the Declaration for its amendment.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 22nd day of February 1994.

David Frey
Incorporator

TO: The Secretary of State
State of Ohio

RE: Appointment of Statutory Agent

The undersigned, being the sole incorporator of University Commons Property Owners Association, Inc., hereby appoints Robert H. Walton, a natural person and a resident of Athens County, Ohio, whose address is 8 North Court Street, Athens OH 45701, upon whom process, notice, or demand required or permitted by statute to be served on the corporation may be served.

David Frey
Incorporator

David Frey
Incorporator
University Commons Property Owners
Association, Inc.
8 North Court St
Athens OH 45701

I hereby accept appointment as agent of your corporation upon whom process, tax notices, or demands may be served.

February 22, 1994
Date

Robert H. Walton
8 North Court St
Athens OH 45701

VOL 115 PAGE 825

005716