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**AMENDED AND RESTATED
DECLARATION AND BYLAWS
CREATING AND ESTABLISHING
A
PLANNED COMMUNITY UNDER CHAPTER 5312
OF THE REVISED CODE OF OHIO

FOR

UNIVERSITY ESTATES,
ATHENS, OHIO**

CERTIFICATE OF AUDITOR

Receipt is hereby acknowledged of a copy of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of the above-named planned community.

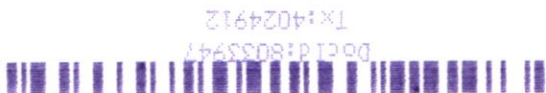
Athens County Auditor

Gill Davidson

By: YM Jew

Date: June 30, 2026

Original Declaration recorded at: Official Record Volume 388, Page 2155



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
UNIVERSITY ESTATES HOMEOWNERS ASSOCIATION, ATHENS, OHIO**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions (this "Amendment"), made on or as of the 31st day of March 2026, is executed pursuant to the provisions of Chapter 5312 of the Revised Code of Ohio.

RECITALS

- A. This Amendment concerns that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") which is of record at Official Record Volume 388, Page 2155, in the Athens County Recorder's Office, filed for record on October 19, 2005, and which was amended by three (3) prior Amendments of record, to wit:
- First Amendment recorded in Volume 404, Page 1982, Official Records.
 - Second Amendment recorded in Volume 578, Page 929, Official Records.
 - Third Amendment recorded in Volume 581, Page 1007, Official Records.
- B. The purpose of this Amendment is to make modifications, deletions, and changes to the Declaration as are hereinafter provided.
- C. Pursuant to Declaration, Article VIII, Section 8.12, **Amendment**, and the provisions of Ohio Revised Code Section 5312, Owners exercising in excess of two-thirds (2/3) of the voting power, through affirmative written assent or vote, have adopted the following changes to the Declaration:

DECLARATIONS

NOW THEREFORE, the Declaration of October 14th, 2005, and all amendments therein, are amended as follows:

The Declaration and all amendments therein are hereby deleted in their entirety and replaced by the below Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR UNIVERSITY ESTATES**

THIS AMENDED AND RESTATED DECLARATION, is made as of the 31st day of March 2026 by UNIVERSITY ESTATES HOMEOWNERS ASSOCIATION, an Ohio non-profit corporation (hereinafter referred to as "Association" or "the Association").

RECITALS

WHEREAS, the Association is a homeowners association for the planned community situated in the City of Athens, County of Athens, and State of Ohio commonly known as University Estates (the "Neighborhood"); and

WHEREAS, in order to maintain the Neighborhood as a residential community and to preserve, protect, and enhance the values and amenities thereof, it is necessary to declare, commit, and subject the real property described in Article II and such additions as may hereafter be made pursuant to Article II and the improvements now and hereafter constructed thereon to certain covenants, conditions, restrictions, and regulations, and to delegate and assign to a non-profit corporation certain powers and duties of administration, management, operation, maintenance, and enforcement;

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, hereby declares that the real property described in Article II and such additions as may hereafter be made pursuant to Article II shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, and regulations which shall run with the title to the property, and the grantee of any deed conveying any portion of the property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions, and regulations and to have covenanted to observe, comply with, and be bound by all such covenants, conditions, restrictions, and regulations.

ARTICLE I
DEFINITIONS

As used in this Declaration, the terms below shall have the following meanings:

1.01 **"ARC" or "Architectural Review Committee"** means the committee of the Association which will review and approve architectural plans for improvements on the Lots and as herein provided.

1.02 **"Articles"** means the Articles of Incorporation of the Association.

1.03 **"Assessment"** means and refers to a charge against an owner and their Lot, made by the Association in accordance with the Declaration and secured by a lien against such Lot as

hereinafter provided.

1.04 **"Association"** means the entity known as University Estates Homeowners Association ("UEHOA"), an Ohio non - profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors.

1.05 **"Athens Code"** means Code of Ordinances, City of Athens, Ohio.

1.06 **"Board"** means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Association.

1.07 **"Bylaws"** means the Bylaws of the Association.

1.08 **"Common Property"** means and refers to all real property or interest therein, including easements, licenses, and servitudes, owned by or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereon. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated Common Property. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of the Neighborhood and their guests, subject to the provisions of this Declaration.

1.09 **"Declaration"** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions and all exhibits attached hereto, as the same may be amended from time to time.

1.10 **"District"** means that governmental agency having jurisdictional controls such as, but is not limited to, the Ohio Environmental Agency, Army Corps of Engineers, and the Ohio Historical Protection Agency.

1.11 **"Dwelling Unit"** means a one-family or one "housekeeping" unit detached dwelling as permitted in an R-1 Residential Zone under Athens Code.

1.12 **"Lot"** means a single-family Lot as shown and numbered on the Plat, or any other plat recorded in connection with the addition of other real property as described in Article II, below. "Lot" shall not include any platted land that is zoned multifamily, is commercial property, or Common Property.

Minimum Lot Size

"Phase I" - One Hundred Feet by One Hundred Twenty-Five Feet (100'x125')

"Phase II" - Eighty Feet by One Hundred Feet (80'x100')

1.13 **"Owner"** means the record titleholder of a Lot.

1.14 **"Phase I"** means Lots included in the existing property subject to this Declaration on University Estates Boulevard, Maple Grove Way, Woodshire Court, Edgewood Court, and Pinewood Way.

1.15 **"Phase II"** means Lots included in the existing property subject to this Declaration on Walnut Court.

1.16 **"Plat"** means the plat(s) of the Neighborhood, recorded in the Public Records of Athens, Ohio, as set forth in Article II, below, and any additional Plats recorded as part of the addition of other real property as described in Article II below.

1.17 **"Property"** means the real property subject to this Amended and Restated Declaration, whether existing subject real property as described in Article II below or subsequently added real property.

1.18 **"Recreational Facilities"** means, without limitation, swimming pools, tennis courts, and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses, or other structures of similar kind or nature.

1.19 **"WHPP"** means the wellhead protection plan and any area/Lot located therein shall comply with the ordinance in effect by the City of Athens, Ohio.

ARTICLE II **LAND PLAN**

2.01 **Existing Property.** The existing real property which is subject to this Declaration is all property within University Estates Phase I and certain property within University Estate, Phase II, a Neighborhood, as per the Plat thereof recorded in Plat Envelopes 532 A&B, 533 A&B through 536 A, 563 A&B, 564 A&B, and 565A of the public records of Athens, Ohio (herein referred to as the "Plat"). This Property includes both that property made subject to the original Declaration recorded in Official Records Book 388, Page 2155 of the public records of Athens, Ohio and that property added in Second Amendment to Declaration of Covenants, Conditions, and Restrictions of University Estate Homeowners Association recorded in Official Records Book 578, Page 929 of the public records of Athens, Ohio.

2.02 **Additions to Existing Property.** Upon written approval of the Association, pursuant to an affirmative vote of two-thirds (2/3) of the Board, the owner of other property contiguous or nearly contiguous to the Neighborhood who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, the Association may record an Amended or Supplementary Declaration with respect to the additional property, which shall extend the operation and effect of this Declaration to such additional property.

2.03 **The Property.** Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious,

charitable, or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No business or trade, garage sale, moving sale, rummage sale, or similar activity shall be conducted in or from any Dwelling Unit, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Dwelling Unit by clients, customers, suppliers, or other business invitees; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. No Dwelling Unit or part thereof on any Lot shall be rented separate from the rental of the entire Lot and no lease shall be for less than six (6) months. No owner shall lease their Property within the first five (5) years of ownership.

2.04 Landscaping. The Association has the right to plant trees, hedges, grass, and landscape, provide signs identifying the Property, and to provide for irrigation and illumination of same, within all landscape easements areas, boulevard circles, and median strips dividing roadways, including property owned by the City of Athens, in any manner the Association, in its sole discretion, with the approval of the Architectural Review Committee, deems necessary and proper in order to identify and beautify such areas.

2.05 Description of Common Property. Except to the extent legally described in any Lot as designated on the Plat, and except for any property of the Community Development District or other entity of government, the Common Property shall consist of the following, subject however to the rights of governments having jurisdiction:

- a. Certain landscaping, entrance signs, guard houses and/or entry control gates, and other structures or installations located within or along the rights-of-ways within the Neighborhood or within the areas designated as landscape easements on the Plat or within any additional landscape easements granted to the Association over property outside of the Plat, including but not limited to sidewalks, decorative pavers, landscaping, landscaping berms and mounds, decorative walls, fences and screening, irrigation and illumination lines and systems, reclaimed or effluent water systems or potable water systems, and signage located in a median or center of a cul-de-sac or street, which shall be deemed Common Property for purposes of maintenance and replacement.
- b. Any and all signage, including, but not limited to, stop signs, warning signs, and speed limit signs, located within any portion of the Common Property.
- c. Any and all sod, landscaping material, lights and electrical connections, irrigation systems, structures, facilities, and other improvements, together with any associated utility lines or installations, located within landscape buffers, open spaces, recreation areas, or other portions of the Common Property.

d. Other Common Property as may be acquired by the Association as hereafter provided.

2.06 Easements Within the Neighborhood. Easements for installation and maintenance of utilities are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting, or other material shall be placed or permitted to remain which damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company, or the Association is responsible.

2.07 Regulation of Common Property. The Board may establish such rules and regulations governing the use of Common Property as it may deem prudent from time to time.

ARTICLE III **THE ASSOCIATION**

3.01 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all of the Property. The Association shall act in accordance with the terms and provisions of this Declaration, the Amended Articles of Incorporation, and the Bylaws. A copy of the Articles of Incorporation is attached hereto as **Exhibit "A"** and incorporated herein. A copy of the Bylaws is attached hereto as **Exhibit "B"**.

3.02 Membership. The Owner of each Lot shall be a member of the Association and no one who is not an Owner of an interest in a Lot shall be a member of the Association. Each Owner accepts membership in the Association and agrees to be bound by this Declaration, the Articles, and Bylaws of the Association and any rules and regulation enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Lot and may not be transferred separate and apart from a transfer of ownership of the Lot. Membership automatically terminates upon the sale or transfer of an Owner's interest in a Lot, whether voluntary or involuntary. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the Bylaws, or Association rules. Owners of a Lot on which a residential improvement is not yet constructed shall be Members of the Association and bound by this Declaration, the Articles and Bylaws of the Association, and any rules and regulations enacted pursuant thereto, with the exception that, until such time that a residential improvement is constructed on the Lot and is initially occupied, such Owner shall not be required to pay Annual Assessments (see Section 7.03 of this Declaration), shall not be entitled to Vote, and shall not be eligible to serve on the Board or any committee. A Notice to Buyers is attached hereto as **Exhibit "C"** and incorporated within.

3.03 Voting Rights. Owners of Lots upon which a residential improvement has been constructed and initially occupied shall be entitled to one vote for each such developed Lot in which such members hold a required ownership interest; provided, however, that when there are multiple Owners of a Lot, there shall nevertheless be only one vote for each Lot, which vote shall

be exercised among the Owners of said Lots as provided in the Bylaws.

3.04 Election of Board of Directors. Directors of the Association shall be elected in the manner provided in the Bylaws. Directors may be removed and vacancies on the Board filled in the manner provided in the Bylaws.

3.05 General Duties and Powers of the Association. In addition to the duties and powers enumerated elsewhere herein and, in the Articles, and Bylaws, and without limiting the generality thereof, the Association shall:

- a. Enforce the provisions of this Declaration, the Articles, and Bylaws by appropriate means and carry out the obligations of the Association hereunder.
- b. Have the power of entry upon any Lot reasonably necessary in connection with the carrying out of Association responsibilities hereunder.
- c. Have the power and duty to maintain Architectural Control with respect to the Neighborhood in accordance herewith.

3.06 Repair and Maintenance by the Association. The Association shall be responsible for the maintenance, repair, and replacement of any signs and attendant lighting and landscaping on any easement granted to the Association, and any street signs installed by the Association, as well as public signs to the extent not maintained by public authorities to a level deemed acceptable by the Board.

3.07 Right to Maintain Lots and Buildings Thereon. If, after providing an Owner thirty (30) days advance emailed notice of the existence of a violation of a covenant or restriction set forth herein, and in order to preserve the beauty, quality, and value of the property, the Association shall have the right, but not the obligation, to enter upon any Lot on which there exists a violation of a covenant or restriction set forth herein, to remove and cure such violation. Additionally, the Association shall have the right to impose a fine and/or suspension upon the Owner in accordance with Section 8.13. In addition to any fine or suspension imposed by the Association, any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained, and the Association shall have the right (a) to impose a lien on such Lot as provided in Section 7.07, and (b) to enforce such lien as provided in Section 7.08.

3.08 Implied Powers of the Association. The Association shall have all the power and authority reasonably necessary for it to carry out each and every of its duties set forth in this Declaration, the Articles, or Bylaws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to it or reasonably necessary to effectuate its duties hereunder.

3.09 Maintenance of Common Property. The Association shall have the authority to

take any actions necessary for the maintenance of Common Property of the Association.

ARTICLE IV **ARCHITECTURAL REVIEW**

4.01 **Architectural Review Committee.** For the purposes of carrying out the Architectural Review process, there shall be an Architectural Review Committee (the "ARC"). The ARC may consist of members appointed by the Board, or the Board may serve as the ARC, at the Board's discretion.

4.02 **Architectural Standards.** The ARC may, after thirty (30) days emailed notice to all Lot Owners and from time to time, adopt and promulgate architectural standards for the Neighborhood. The standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic, and environmental concept and the original development of the Neighborhood. All standards shall be adopted and applied on a uniform basis with respect to each Lot and may be revised or expanded from time to time to take cognizance of new materials, techniques, and proposals. All architectural standards shall be deemed to include the mandatory architectural obligations, prohibitions, and guidelines contained in this Declaration. ARC must review and approve, among other items, construction materials utilized on the exterior of any improvement. As a component of the Neighborhood's architectural standards, the ARC shall adopt and promulgate architectural standards for the mandatory use of uniform house numbers, mailboxes, lampposts, garbage cans, and such other items as may be prescribed for continuity in the development of homes for each Lot Type within the Neighborhood. All such items shall be deemed part of the Neighborhood's "Accessory Package." The ARC shall have the power and authority to require that each Owner of a Lot incorporate and comply with the required elements of the Accessory Package.

4.03 **When Architectural Review Required.** Architectural Review shall be required in each of the following circumstances:

- a. Whenever the Owner of a Lot proposes to construct improvements thereto or remove improvements there from.
- b. Whenever any reasonably visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.
- c. Whenever any Owner or the Association proposes to maintain or repair an improvement or Lot in any manner that will result in the application or use of materials of a different type, shade, color, or quality than those originally used on the Lot and the improvement thereon.
- d. Whenever the improvements to a Lot have been substantially damaged or destroyed in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended.

e. Without limiting the generality of the foregoing, the addition of swimming pools and patios shall be subject to Architectural Review, as shall be the construction of any fence, wall, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, outbuilding, or other installation, device, equipment, or structure which will alter the appearance of the Lot or improvements located thereon when viewed from adjacent Lots or streets.

4.04 **Procedure.** Whenever an Owner proposes any improvements or alterations for which Architectural Review is required, there shall be submitted to the ARC an emailed application for approval and at least one (1) complete set of plans and specifications for the proposed construction and landscaping. Such plans and specifications shall include, as appropriate, the following:

- a. A site plan for the Lot showing the property lines, the location, shape, and dimensions of all proposed structures, pavement, and landscaping to be installed and plant material to be removed.
- b. Complete floor plans and exterior elevations of all proposed structures, drawn to scale, and reflecting thereon the number of square feet of living area and other areas.
- c. Specification of all materials to be used, including description of type, color, and nature.
- d. Specifications of drainage plans, all plant and other material proposed for landscaping, and exterior lighting plans.
- e. Samples of materials and proposed colors for exterior application.
- f. Such other additional and supplementary information and materials as the ARC may reasonably require.
- g. The reviewing committees will establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professionals.

The ARC may waive formalities in the submission process and may waive any one or more of the above requirements if it deems the application, description, plans, or specifications provide information of reasonably sufficient detail for the ARC to review. The ARC shall review and evaluate all submissions and shall, within sixty (60) days after receipt of such complete application, or if the application as received is incomplete, after all additional information required has been received, either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in email and specify its reasons for disapproval and annotate its decision by reference to this Declaration or promulgated architectural

standards where applicable. The ARC shall, to the extent reasonable, indicate as part of any written disapproval the general nature or type of changes necessary to achieve approval. The ARC may issue conditional approval, setting forth written stipulations for changes. In such event, if the applicant accepts such stipulations the proposal shall be deemed approved, subject to the changes or additions thereto contained in such stipulations. Failure of the ARC to approve or disapprove within sixty (60) days after receipt of all such material necessary for a complete application shall be deemed approval. No work shall proceed except in strict compliance with this Declaration and the approval by the ARC, and any improvements or work performed without such approval may be required to be removed by the Board. If any landscaping, construction, or other improvements or alterations requiring ARC approval shall be commenced and completed without Architectural Review and approval by the ARC, or at variance with approved plans and specifications, and the ARC does not indicate disapproval thereof for a period of twelve (12) months after completion of such improvements, then such improvements shall be deemed to have been approved by the ARC. Provided, however, that if during such period after completion the ARC does indicate its disapproval, then such construction or other improvements may be required to be removed or altered to comply with such plans and specifications as may be approved by the ARC. Nothing shall prevent an Owner from making application to the ARC for approval of improvements already commenced or completed, but during the period of such application the Owner shall not perform any more work until the ARC has acted. The ARC shall expedite such application but shall not have any increased obligation to approve merely because an Owner has already commenced or completed improvements in violation of this Declaration.

4.05 Routine Procedures. Where the ARC has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, a Lot Owner may comply with such standards without formal approval, however, it is to be submitted, especially if there is any change to the Lot.

4.06 Appeal. Any person may appeal a decision of the ARC, in whole or in part, to the Board. Such appeal shall be initiated by filing a notice of appeal in an email with the Board specifying the portions of the decision appealed. Such notice shall be emailed not later than ten (10) days after the date upon which the decision of the ARC is made. Upon receipt of such appeal, the Board shall schedule a hearing on such matter within sixty (60) days, at which it may affirm, reverse, or modify the decision of the ARC. Failure of the Board to act within such sixty (60) day period shall be deemed a decision and affirmation of the party appealing as to the point appealed. For the purposes of this Section, the aggrieved party shall have standing to initiate the appeal, and the Owners of any three (3) or more Lots shall also have standing to initiate an appeal from any decision of the ARC, provided such Lot Owners follow the provisions of this section.

4.07 Rules, Regulations, and Fees. The ARC may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for Architectural Review. If, after providing an Owner with thirty (30) days advance written notice of the existence of a violation of the architectural standards, and in order to preserve the beauty, quality, and value of the property, the ARC shall have the right to enter upon any Lot to remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the

ARC shall have the right to impose a fine and/or suspension upon the Owner in accordance with Section 8.13. In addition to any fine imposed by the ARC, any and all costs of removing and curing violations of the architectural standards shall be allocated and assessed by the Board upon the violator's Lot, and the ARC shall have the right (a) to impose a lien upon such Lot as provided in Section 7.07, and (b) to enforce such lien as provided in Section 7.08.

4.08 **Limitation of Liability.** Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Association, the Board, the ARC, nor any member of the foregoing, shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board, the ARC, nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Lot. In all matters, the ARC and their members shall be defended and indemnified by the Association as provided in the Bylaws.

4.09 **Records.** The Association, through the ARC, shall maintain records of all Architectural Review proceedings. Such records may be maintained in physical form or electronically.

ARTICLE V

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.01 **Residential Building.** No building shall be erected, placed, or permitted to remain on any Lot other than one (1) detached residential dwelling and attached garage.

5.02 **Building Lines.** The building setback lines for Lots shall be as follows: front yard - twenty-five feet (25'), side yard - six feet (6') on either side with a combined minimum setback from both side lot lines of no less than twenty (20'), and rear/back yard - twenty feet (20'). No dwelling or structure shall be located in any such setback. The ARC as part of the architectural review process, may increase a specific setback where it finds that, because of the location, nature, and shape of the Lot and design of the structure, such increase in setback is reasonable and appropriate and will result in a Lot that is developed and utilized in an appropriate manner that is not detrimental to surrounding properties. In exceptional circumstances for good cause shown, and if allowed by applicable law or ordinance, the ARC may grant a variance from the provisions hereof.

5.03 **Building Height Limitation.** No dwelling, house, or other building shall be more than two (2) stories in height, nor more than thirty (30) feet above the grade elevation of the front of the house.

5.04 **Minimum Floor Space.** Each dwelling located on a Lot shall contain not less than the Two Thousand (2,000) square feet minimum amount of living area, which shall not include porches, patios, lanais, garages, or breezeways.

5.05 **Use of Fill.** The construction of any residential dwelling or other improvement on a lot which is known or suspected by the ARC to have had fill material deposited on it or which requires the use of additional fill material must be evaluated by a professional geotechnical consultant as to subsurface conditions, site remediation, and monitoring and said evaluation must be provided to the ARC as part of the architectural review process.

5.06 **Garages.** Unless otherwise specifically approved by the ARC, no garage, tool shed, or storage room may be constructed separate and apart from the dwelling. Garages on University Estates Boulevard will be side or rear loaded. No garage shall be enclosed by screen or otherwise or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All boats and all other items shall be kept within the enclosed garage at all times except for loading, unloading, or washing. Each dwelling shall have an enclosed garage which meets the following requirements:

<u>Lot Type</u>	Number of Spaces that Garage Accommodates	
	<u>Minimum</u>	<u>Maximum</u>
"Phase I"	2	4
"Phase II"	2	3

5.07 **Driveways and Mailboxes.** All dwellings shall have a paved driveway of stable and permanent construction of at least twelve feet (12') in width. All driveways shall be constructed with concrete unless otherwise specifically approved by the ARC. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance. Mailboxes and supporting poles, newspaper boxes, and lampposts and lamps shall be of a design approved by the ARC and lights shall operate automatically from dusk to dawn. Exterior lighting must conform to all City of Athens lighting ordinances, as may be amended from time to time.

5.08 **Recreational Facilities.**

a. All Recreation Facilities constructed or erected on a Lot, including, without limitation, swimming pools, tennis courts, and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities") shall be adequately walled, fenced, or landscaped in a manner specifically approved by the ARC.

b. Lighting of a Recreation Facility shall be designed so as to buffer the surrounding residences as reasonably practical from such lighting, and such design must be approved by the ARC.

5.09 **Utility Connections.** Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and television shall be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility

authority or company and the ARC.

5.10 **Air Conditioning Units.** No window, roof, or through-the-wall air conditioning units shall be permitted on any Lot.

5.11 **Clothes Drying Area.** No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot, and clothing, sheets, blankets, towels, or other articles shall not be hung over fences or otherwise exposed, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ARC shall be required to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed.

5.12 **Signs.** The size and design of all signs located on a Lot shall be subject to the approval of the ARC and applicable law. Except as otherwise provided by law, no sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

- a. Directional or traffic signs may be installed by the appropriate governmental authority or by the Board and entrance or other identification signs or billboards may be installed by the Board;
- b. One "For Sale" or "For Lease" sign of not more than six square feet (6 sqft), being not wider than three feet (3') nor higher than three feet (3'), may be displayed on a Lot by the owner or the real estate salesperson for the Owner thereof. A "For Sale" or "For Lease" sign, as furnished by a real estate salesperson, is permissible without ARC review. However, a "For Sale by Owner" or "For Lease by Owner" sign shall be of the style, size, color, configuration, and manner of placement as specified by the ARC;
- c. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election. The ARC may specify size, location, and quantity of such signage; and
- d. The Board may display signs or banners on lamp posts for the benefit of the Association, subject to City approval.

5.13 **Temporary Structures.** No structure of a temporary character, whether a trailer, tent, shack, garage, barn, or any other such building, shall be placed on any Lot, provided, however, a temporary construction trailer and/or a storage or outbuilding for materials and supplies may be used in connection with and during the construction of a dwelling provided that any such temporary structure shall be removed immediately from the Lot upon the completion of such construction.

5.14 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness under ARC review.

5.15 Compliance with OEPA and ACOE. Each Owner is hereby notified that the property within the Neighborhood is subject to the requirements of Surface Water Management Permit(s) issued by the Ohio Environmental Protection Agency (the "OEPA") and may be subject to requirements of the Army Corps of Engineers (the "ACOE"). It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure to comply with the construction plans for the storm water management system pursuant to Chapter 3745 Ohio Revised Code (the "R.C."), approved and on file with the OEPA. No construction activities may be conducted relative to any portion of the surface water management system facilities without the prior approval of the Association and OEPA pursuant to Chapter 3745 R.C. Prohibited activities include but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. The OEPA or ACOE District (the "District") shall have the right to take enforcement actions to enforce the terms hereof and Chapter 3745 R.C., including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. In the event the Association is dissolved or otherwise fails to maintain the surface water management system facilities in accordance with the applicable permits and regulations, the District, upon reasonable notice and hearing, may enter the Common Property for the purpose of maintaining same. The cost of such maintenance by the District shall be assessed on a prorated basis against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefore from the District, and if unpaid at the end of such period shall become a lien on the Lots. Alternatively, at the option of the District, and subject to the limitations provided for herein, if the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit unless and until an alternate entity assumes responsibility. Notwithstanding any other provision in this Declaration to the contrary, neither this Section nor any provision of this Declaration affecting the surface water management system facilities, or the operation and maintenance of the surface water management system facilities may be amended without the prior written consent of OEPA.

5.16 Miscellaneous Visual Restrictions.

- a. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas as approved by the ARC so that they shall be substantially concealed or hidden from any eye-level view from any street, adjacent property, or common property. No window, roof, or through-the-wall air conditioning units shall be permitted on any Lot.

b. The personal property of any resident shall be kept inside the residence dwelling, or a fenced or walled-in yard, except for patio furniture and accessories specifically designed for outdoor use, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.

c. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one week after an Owner or tenant first moves into a dwelling or when permanent window treatments are being cleaned or repaired.

d. All solar heating and other alternative energy resource systems shall be so installed and maintained as to minimize visibility from the street upon which the dwelling fronts and must be authorized by the ARC. It is the intent here not to prohibit the use of renewable energy sources, but rather to direct that same be so designed, installed, and maintained as to minimize visibility from the street in front of the dwelling.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

6.01 **Residential Use.** The Lots shall be used solely for single-family residential purposes and for no other purpose as previously described under Section 2.03.

6.02 **Litter, Trash, Garbage.** No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lots except in closed sanitary containers approved by the ARC. Such containers shall be kept in a sanitary condition in (a) an enclosed area attached to the dwelling and constructed in a manner approved by the ARC, or (b) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the property; however, because of the likelihood wild critters may invade garbage, trash shall not be put out prior to dusk the day prior to the day of pickup and containers shall be returned by sunset on the day of pick up. It is the responsibility of the Owners to collect spilled refuse. This restriction shall not apply during construction of any single-family home on a Lot provided that construction is diligently pursued after commencement.

6.03 **Nuisances.** No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be carried on his Lot any nuisance, any immoral or illegal activity, or anything which may be an annoyance or a noxious or offensive activity to the neighborhood. The Board shall be the sole determinant of what constitutes a nuisance.

6.04 **Commercial and Recreational Vehicles.** Unless prior approval has been granted by the ARC, no commercial vehicle, recreational vehicle, trailer, camper, motor home, panel

trucks, canoe, or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is in a garage or is a commercial vehicle in the process of being loaded or unloaded. The ARC may approve special storage arrangements for such vehicles, imposing strict location, time, and other conditions as it may determine. A "panel truck" is any van or mini-van which does not have any rear passenger windows. "Commercial vehicle" means a vehicle that is owned or used by a business, corporation, association, partnership, or sole proprietorship, or any other entity conducting business for a commercial purpose, and includes, without limitation, any vehicle displaying a commercial tag or any lettering, logo, symbol, or trademark on the vehicle's exterior. The ARC may adopt and promulgate additional standards for commercial and recreational vehicles and may revise or expand such standards from time to time to take cognizance of new forms or variations of commercial and/or recreational vehicles. In the event there is any dispute as to whether a particular vehicle is a commercial or recreational vehicle, such dispute shall be referred to the ARC and the determination rendered by the ARC with respect to such dispute shall be final and binding upon all parties thereto.

6.05 Animals and Pets. Only common domesticated household pets may be kept on any Lot or improvements thereto, and in no event may such pets be kept for breeding or any commercial purposes. No other animals, livestock, reptiles, or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the Neighborhood. Approved household pets may not be kept in unreasonable numbers. Permitted pets shall be kept only subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board, and unless otherwise provided by the Board, shall be kept on a leash except when within a fenced or other enclosed area. Any such pets, whether from number, disposition or otherwise, that cause, create, or contribute to a nuisance or unreasonable disturbance or annoyance, may be required to be permanently removed within thirty (30) days after emailed notice from the Board to the Owner or other person responsible for such pet. Pet owners are responsible for cleaning up any mess created by their pets within the Neighborhood. Excrement which is not picked up shall be deemed a nuisance hereunder. All pet owners are responsible for the actions of their pets, and each pet owner agrees to indemnify the Association and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Neighborhood. The Board may adopt rules and regulations which are more restrictive than the provisions of this Declaration.

6.06 Vehicles and Repair. No inoperative cars, trucks, trailers, or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage.

6.07 Fences. In order to achieve and maintain the desired ambiance and character within the Neighborhood, it is desired that any fencing within the Neighborhood be kept to an absolute minimum. All fences shall require approval of the ARC after Architectural Review. The ARC, and all Owners, shall be obligated to keep fences within the Neighborhood to a minimum in order to preserve and protect the appearance and values of the Neighborhood Lots. In connection therewith, the use of trees, hedges, and landscaping design shall be preferred over the use of fences, and the ARC may disapprove the use of fences where trees, hedges, or landscaping may be used.

Notwithstanding the foregoing, the ARC may approve fences in conjunction with the use of trees, hedges, and/or landscaping where deemed reasonably appropriate in the discretion of the ARC, such as along certain perimeter Lots which may abut other properties. All fences, walls, hedges, or other enclosures shall be constructed only of wood, iron, masonry, landscaping, or other materials as may be approved by the ARC after Architectural Review. No such fence, hedge, or wall may be located except behind the rear building line of the structure upon each Lot, and no such fence, hedge, or wall shall be located within twenty-two (22) feet of the ordinary high-water line of any lake or pond located within the Neighborhood. Fences and walls must be finished on all parts thereof visible from other Lots and the streets. In exceptional circumstances and for good cause shown, the ARC may grant a variance from the provisions hereof.

6.08 Yards and Lawns. That portion of each Lot, including the unpaved portion of a street right-of-way adjoining such Lot, which is not covered by dwellings, patios, and walkways, shall be sodded with natural grass at the time of the original construction of improvements. Prior to any construction, each Lot shall be maintained such that no vegetation shall exceed twelve inches (12") in height. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard. Any portion of a Lot designated, as a "visibility area" on the Plat shall be maintained such that traffic visibility is not obscured. Each Lot Owner shall maintain the lawn, landscaping, and irrigation system on their Lot in a good, neat, and orderly appearance and condition, consistent with the standards of maintenance throughout the Neighborhood. All driveways, walks, and parking areas shall be approved, and driveways and sidewalks shall be constructed of concrete, up to and including their intersection with a paved street to be constructed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials, and coloring shall be subject to ARC approval after Architectural Review. Approved landscaping shall be completed no later than thirty (30) days after completion of the dwelling, however, if a dwelling unit is completed after October, the Owner shall have until May of following year to complete said landscaping. As part of the approved landscaping plan for each Lot, each Lot Owner shall plant, and continuously maintain the following canopy trees on the Lot:

- a. A street tree for every fifty (50) linear feet, or substantial fraction thereof, or right-of-way. The trees should be located within twenty-five (25) feet of the rights-of-way, and shall be spaced no closer together than twenty-five (25) feet, unless they are part of a decorative grouping; and
- b. One (1) additional tree per Lot, preferably located in the rear yard.
- c. The following requirements shall apply to the trees, and their maintenance:
 - i. The Lot Owner is responsible for the installation, maintenance, and replacement of the required trees.
 - ii. The trees shall meet the requirements of the City of Athens Shade Tree

Commission.

- iii. Existing native trees should be used to fulfill these requirements, whenever possible.
- iv. None of the required trees shall be planted within public or private utilities easement.
- v. Each tree shall be a minimum height of ten (10) feet and a minimum Diameter Breast Height (the "D.B.H.") of 2 ½ inches at the time of planting.
- vi. In the event a tree required by this policy dies or is removed, the Owner of the Lot is responsible to replace the tree in the fall or spring, i.e., in "growing seasons".

6.09 **Tree Planting.** In connection with the construction of improvements on a Lot within the Neighborhood, all Lot Owners must receive approval of the ARC for plant materials, trees, and other landscaping to be installed upon the Lot. Thereafter, the Lot Owner shall proceed with construction of improvements on the Lot, including the installation of trees.

6.10 **Pools.** No above-ground swimming pool shall be permitted at any time anywhere within the Neighborhood. This provision shall not be deemed to prohibit hot tubs, therapy pools, and hydra spas when they are incorporated into improvements and approved after Architectural Review. Likewise, the ARC may approve pools incorporated into improvements so approved even though such pool may be above grade. All pools shall be enclosed and otherwise constructed to comply with applicable rules, regulations, and standards of all governments having jurisdiction. The term "enclosed" shall mean the pool and surrounding patio area perimeter shall be bounded on all sides by parts of the approved dwelling, fences conforming to Section 6.07, screened cages, or combinations thereof. Such enclosure may have reasonable gates and doors which may be closed to make the enclosure continuous. All such pools, fencing, screening, and caging shall be subject to Architectural Review.

6.11 **Garage or Yard Sales.** No garage or yard sales may be conducted on any Lot within the Neighborhood without the prior approval of the Association. The Association shall have the authority to prescribe reasonable rules and regulations for the conduct of any such sale, including without limitation, rules regarding the manner of conduction such sales, permitted frequency, duration, hours, and the type, size, location, and number of signs advertising such sales. The failure of the Owner to observe such rules and regulations shall be grounds for the Association to withhold its approval of any future sales by such Owner, as well as the imposition of fines or other sanctions as authorized in this Declaration.

ARTICLE VII

ASSOCIATION EXPENSES, ASSESSMENTS, AND LIENS

7.01 **General.** In order for the Association to cause the covenants contained in this Declaration to be fulfilled and to preserve the Property in the manner contemplated by this Declaration, the Association will incur certain expenses, which expenses are referred to herein as the "Association Expenses", and shall mean and refer to the actual and estimated cost of the following:

- a. Obligations incurred by the Association in excess of revenues because assessments have not been paid.
- b. Expenses of administration and management of the Association.
- c. The cost of any insurance obtained by the Association.
- d. Reasonable reserves as deemed appropriate by the Board.
- e. Taxes and other governmental assessments and charges paid or payable by the Association.
- f. Utility charges, including deposits and charges for the lease or purchase of equipment, incurred in the carrying out of other Association obligations hereunder.
- g. The cost to host neighborhood social events and provide welcome materials to new Owners.
- h. The cost of any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with this Declaration, the Articles, or Bylaws, and in furtherance of the purposes of the Association or a discharge of any obligations imposed on the Association by this Declaration.

7.02 **Affirmative Covenant to Pay Association Expenses.** Association Expenses shall be paid by the Association from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner the affirmative covenant and obligation to pay its respective share of the Association Expenses, which covenant shall run with the land. Each Owner, by acceptance of a deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Association Expenses allocated pursuant to this Declaration to the Lot of such Owner. No Owner shall be relieved of liability for payment of his respective share of Association Expenses by non-use or abandonment of his Lot. All Assessments shall be payable in the amount specified and no offsets shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its authorities and carrying out its responsibilities as provided in this Declaration.

7.03 **Annual Assessments.** The Association shall assess each Owner for their respective share of Association Expenses by Annual Assessments determined and payable in the manner provided in Section 7.06 of this Declaration. The Annual Assessments and Special Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for improvement and maintenance of the Common Property.

7.04 **Establishment of Assessment Levels; Uniform Assessments for Each Lot Type.** Each Lot type shall be assessed at a uniform rate with respect to all Assessments, including Annual and Special Assessments, except as otherwise provided herein.

7.05 **Interest of Owners.** No Owner shall have, during the term of the existence of the Association, any interest, right or claim in or to any of the funds of the Association or funds received or held by the Association under or pursuant to any Annual Assessment or otherwise.

7.06 **Annual Assessment.** Annual Assessments for Association Expenses shall be determined in the manner set forth in this section. The total anticipated expenses for each fiscal year, including reserves as reasonably estimated by the Board, shall be set forth in a budget adopted by the Board at the annual meeting. (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots for such fiscal year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided equally between all the Lots then subject to the Annual Assessment and shall be due and payable by the Owner thereof or, if more than one Owner, the Owners, jointly and severally, of each such Lot in advance. The Association shall email to each and every Owner after the annual meeting a copy or a summary of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming fiscal year and the Annual Assessment upon each such Lot. All budget figures, irrespective of any previous approvals, are subject to change from time to time. All budgets are estimates only and should not be relied upon as definitive figures for establishing actual assessments.

7.07 **Lien.** In the event that an Annual or Special Assessment is not paid when due, such amount, together with interest thereon from the time the same becomes delinquent, at the highest rate permitted by law, and costs of collection, if any, including court costs and reasonable attorney fees at trial and appellate levels, shall be, and are hereby declared to be, a charge and continuing lien on such Lot; provided, however, such lien shall be effective only from and after the time of recording among the Public Records of Athens County, Ohio, of a claim of lien of the Association setting forth the amount of such lien as of the date of execution of such claim of lien. Such lien shall be binding upon the Owner thereof, their heirs, personal representatives, successors, assigns, and tenants. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a satisfaction of lien in form for recording.

7.08 **Remedies.** In the event any Owner fails to pay any Annual or Special Assessment

or installment thereof within thirty (30) days after the same becomes due and payable (whereupon the same shall be deemed delinquent), then the Board shall have the right to elect on behalf of the Association either some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one (1) of such remedies shall not be deemed to be a waiver of any other such remedies:

- a. **Acceleration.** To accelerate the entire amount of any Annual Assessment allocable to the Lot for the remainder of the fiscal year notwithstanding provisions for the payment thereof in installments;
- b. **Late Charge.** To levy late charges such amounts as the Association deems appropriate from time to time;
- c. **Foreclosure.** To file at any time after the effective date of a lien arising under Section 7.07, an action to foreclose such lien in like manner as a foreclosure of a mortgage on real property; and
- d. **Action at Law.** Without waiving any lien rights and rights of foreclosure, to file an action at law against the Owner to collect such unpaid assessment or contribution, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorney fees at trial and appellate levels.

Provided, however, that as a condition to bringing an action at law pursuant to Section 7.08(d), or for foreclosure of a lien pursuant to Section 7.08(c), the Association shall first record a Notice of Lien among the Public Records of Athens County, Ohio, and furnish a copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. Failure of the Association to obtain a receipt for such notice shall not, however, prevent enforcement of such assessment or lien. If such assessment or contribution, together with interest and costs attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Association may bring suit at law for damages or foreclose its lien, or both. Upon request of any first mortgagee on any Lot, the Association shall furnish to such mortgagee a copy of the lien and notice contemplated by this section.

7.10 **First Mortgages.** The lien provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot held by a first mortgagee that is recorded in the public records of Athens County, Ohio, prior to the recording of the claim of lien. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien as to payments which became due prior to such sale or transfer, provided the Association is a party to the action. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7.11 **Special Assessments for Services Provided by the Association.** If the Association provides materials or services which benefit individual Lots, but which can be accepted or not by the Owner, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a Special Assessment against such Owner and their Lot. The Owner will be deemed to have agreed to such Assessment by subscribing to or requesting and accepting such material or service.

7.12 **Reserves.** The Board shall establish reserve accounts funded from Regular Assessments in reasonable amounts for such purposes and in such categories as are determined by the Board.

ARTICLE VIII **GENERAL PROVISIONS**

8.01 **Incorporation of the Land Use Documents.** Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.02 **Release from Minor Violations.** Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants set forth in Section 5.02, 5.03, or 5.04, the Board shall have the right, at any time and at the Board's discretion, to release such Lot from such section or sections as are violated, provided however, that the Board shall not release a violation or violations of such section or sections except as to violations that the Board shall determine to be minor.

8.03 **Dispute.** In the event there is any dispute as to whether the use of the property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

8.04 **Enforcement.** The covenants and restrictions contained in this Declaration may be enforced by the Association, any Owner or Owners, and any First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorney fees and court costs at all trial and appellate levels.

- a. No judicial or administrative proceeding shall be commenced or prosecuted by or against the Association, unless approved by seventy-five percent (75%) of the

Owners after being provided with detailed notice of any such potential action including the anticipated costs thereof, except in the following cases:

- i. Actions brought by the Association against Persons to enforce the provisions of this Declaration, any amendment hereto, the Articles of incorporation, or the Bylaws;
- ii. Actions brought by the Associations against Persons for the collection of Assessments;
- iii. Counterclaims brought by the Association in proceedings against it.

This subsection 8.04(a) shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to commence proceedings as provided above.

- b. No Owner or other Person bound by this Declaration shall commence or prosecute any judicial or administrative proceeding against the Association involving any matter related to this Declaration, any amendment hereto, the Articles of Incorporation, the Bylaws, the Neighborhood, any property or improvements within the Neighborhood, or rights or interest therein, without first submitting the issue to which such proceeding relates to nonbinding mediation in accordance with the following provisions:
 - i. If agreed to by Association the mediation shall be conducted through the American Arbitration Association in accordance with Ohio Statutes.
 - ii. In all other cases, the mediation shall be conducted in accordance with the Ohio Rules of Civil Procedure; provided, however, that mediation in accordance with such rules may be initiated through a mediator agreed upon by the parties without order of court. If the parties cannot agree upon a mediator, then either party may move the court to name a mediator and initiate mediation pursuant to such rules.
- c. The requirement for mediation may not be waived by the Association, except in a writing specifically waiving mediation as to a specific individual claim.

8.05 Notices to Owners. Notice regarding any adverse action against an Owner shall be given via certified mail. Any other notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given when emailed, except as otherwise provided herein.

8.06 **Notices to Association.** Notice regarding any adverse action against a member shall be given via certified mail. Any other notice or other communication required or permitted to be given or delivered under this Declaration to the Association or to the ARC shall be deemed properly given and delivered upon email, except as otherwise provided herein.

8.07 **Captions.** Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration.

8.08 **Context.** Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

8.09 **Severability.** In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

8.10 **Term.** This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the property and inure to the benefit of the Association, Owners and their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of twenty-five (25) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or to each such twenty-five (25) year extension there is recorded in the Public Records of Athens, Ohio, an instrument agreeing to terminate this Declaration signed by all Owners, upon which event this Declaration shall be terminated upon the expiration of the twenty-five (25) year term in effect at the time such instrument was recorded.

8.11 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a high-quality residential community, and for the maintenance of the Common Property and the portions of the Lots herein required to be maintained by the Association. This Declaration shall be construed under the laws of Ohio.

8.12 **Amendment.** This Declaration may be amended only by the affirmative written assent or vote of the voting eligible Owners of not less than two-thirds (2/3) of all the eligible Lots

covered hereby.

8.13 **Fines and Suspensions.** Each Owner shall comply, and shall cause the Owner's family, guests, tenants, and invitees to comply with the restrictions and covenants set forth in this Declaration and any amendment hereto, applicable to such Owner's Lot. Each Owner shall further comply, and shall cause the Owner's family, guests, tenants, and invitees to comply, with the architectural criteria established by the ARC and any and all rules and regulations established by the Association. Upon lack of compliance of an Owner, the Association may, in addition to all other available remedies, impose a fine upon Owner and/or suspend the rights of the Owner, or the Owner's tenants, guests, or invitees, to use the Common Property pursuant to the following provisions:

- a. **Notice.** The Association shall afford an opportunity for hearing to the Owner before a committee of at least three (3) members appointed by the Board after at least fourteen (14) days advance written notice. The notice shall include a statement of the date, time, and place of the hearing and a statement of the matters constituting the alleged violation.
- b. **Hearing.** At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the Committee; to present evidence; and to provide written and oral arguments on all issues involved.
- c. **Imposition of Fine.** The committee, by majority vote, may impose a fine not in excess of the maximum amount permitted by law per day from the date of the Owner's violation until such violation ceases. Any fine levied by the committee against an Owner shall be a Special Assessment applicable to the Owner's Lot.
- d. **Application of Fines.** All proceeds received by the Association from fines shall be applied to the payment of the Association Expenses.
- e. **Nonexclusive Remedies.** Fines shall not be construed as exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be legally entitled; however, any fine paid by an Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover from Owner

8.14 **Attorney Fees.** In the event any action is instituted to enforce or construe the provisions of this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment a reasonable attorney's fee and the costs of such suit. If the Association is a prevailing party in such action, the amount of such attorney's fees and costs shall be a Special Assessment with respect to any Lot and its Owner if such Owner was the non-prevailing party in such litigation.

ARTICLE IX
INSURANCE AND RECONSTRUCTION

9.01 **Insurance by Association.** The Association shall obtain and continue in effect such insurance in such amount and coverage as the Board shall from time to time determine to be appropriate, necessary, or desirable. All costs associated with such insurance shall be a Common Expense.

9.02 **Destruction of Improvements.**

- a. If any dwelling structure upon a Lot shall be substantially damaged or destroyed, the Owner thereof shall repair, rebuild, or reconstruct the improvements as soon after such casualty as may be practical. All such work shall require Architectural Review as provided herein.
- b. Notwithstanding damage to or destruction of improvements to a Lot, the Owner of such Lot shall remain liable to the Association for all Assessments in connection with such Lot, even though such Lot may not be fit for occupancy or habitation and even though such improvements are not reconstructed.
- c. Within a reasonable time after such casualty, the Lot Owner shall remove all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be addressed and neutralized immediately. Debris shall be removed from the Lot no later than thirty (30) days after the date of the casualty.
- d. Within thirty (30) days of the date of the casualty, the Owner of the affected Lot shall notify the Board in writing of the intention to rebuild or reconstruct. Failure to notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate Architectural Review within six (6) months of such notification and shall commence rebuilding or reconstruction within twenty-four (24) months after final approval by the ARC and prosecute same to completion. If for any reason the Owner of the affected Lot does not notify, initiate Architectural Review, commence, diligently pursue, or complete such building or reconstruction within the time limits established herein, then such Owner shall be deemed to have elected not to rebuild, and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of an election not to rebuild.
- e. If an Owner elects or is deemed to have elected not to rebuild the improvements so damaged or destroyed, then such Owner shall have the duty, at his expense, to

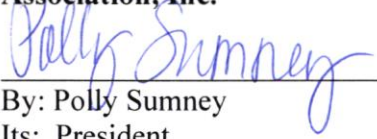
remove all portions of the improvements remaining, including the slab and foundation, but excluding underground utility lines which shall be secured. The Owner shall supply fill and install sod so that the Lot shall give the appearance of a landscaped open space. Such work shall be completed any later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

- f. If an Owner fails to comply with any of the requirements of this section, then the Association may perform such acts as are of the responsibility of the Owner and the cost of same shall be treated initially as a Common Expense but charged and assessed against the Lot and its Owner as a Special Assessment.
- g. Upon written application of an Owner, any of the time periods set forth in this section may be extended by the Board for good cause.
- h. The duties of the Association shall be performed by the Board.

****Signature Page Follows****

IN WITNESS WHEREOF, the undersigned has executed this document this 12 day of June 2026.

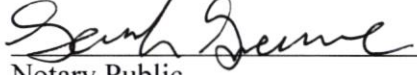
DECLARANT:
University Estates Homeowners
Association, Inc.


By: Polly Sumney
Its: President

ACKNOWLEDGMENT

State of Ohio
County of Athens

The foregoing instrument was acknowledged before me this 12 day of June 2026 by Polly Sumney, President of University Estates Homeowners Association, Inc., an Ohio corporation, on behalf of the corporation.


Notary Public



SARAH GREENE
Notary Public
State of Ohio
My Comm. Expires
September 15, 2029

This instrument prepared by:
Bryan M. Everitt, Attorney at Law
Dagger Law Firm, LLP
144 East Main Street, P.O. Box 667
Lancaster, Ohio 43130

Exhibit "A"



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/25/2007	200729701684	DOMESTIC/AMENDED RESTATED ARTICLES (AMA)	50.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

ADAM J. BAKER
1318 WHEELING ROAD NE
LANCASTER, OH 43130

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1309331

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

UNIVERSITY ESTATES HOMEOWNERS ASSOCIATION

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC/AMENDED RESTATED ARTICLES

Document No(s):

200729701684



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 24th day of October, A.D.
2007.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the Following:

- ☐ Yes PO Box 1390
 Columbus, OH 43216
 *** Requires an additional fee of \$100 ***
- ☒ No PO Box 1028
 Columbus, OH 43216

Certificate of Amendment by Shareholders or Members

(Domestic)

Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit ☒ Amended (122-AMAP)	PLEASE READ INSTRUCTIONS ☐ Amendment (125-AMDS)	(2) Domestic Nonprofit ☐ Amended (126-AMAN)	☐ Amendment (128-AMD)
--	---	--	---

Complete the general information in this section for the box checked above.

Name of Corporation University Estates Homeowners Association, Inc.

Charter Number 1309331

Name of Officer Dr. R. T. Conard

Title President

☐ Please check if additional provisions attached.

The above named Ohio corporation, does hereby certify that:

☐ A meeting of the ☒ shareholders ☐ directors (*nonprofit amended articles only*)

☐ members was duly called and held on August 8, 2007
 (Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise 100 % as the voting power of the corporation.

☐ In a writing signed by all of the ☒ shareholders ☐ directors (*non-profit amended articles only*)
☐ members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

All of the following information must be completed if an amended box is checked.
If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: University Estates Homeowners Association

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

Athens

(city, village or township)

Athens

(county)

THIRD: The purposes of the corporation are as follows:

*To conduct any lawful business authorized
under ORC 1702.01 et seq.*

FOURTH: The number of shares which the corporation is authorized to have outstanding is: 1,500

(Does not apply to box (2))

Said 1,500 shares are being cancelled.

REQUIRED

Must be authenticated
(signed) by an authorized
representative
(See Instructions)

R. T. Conard

Authorized Representative

R. T. Conard

(Print Name)

8/8/07

Date

Authorized Representative

(Print Name)

Date

RESOLUTION NO. 2007-1

**A RESOLUTION AMENDING THE ARTICLES OF INCORPORATION OF
UNIVERSITY ESTATES HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, University Estates Homeowners Association, Inc. wishes to change the Association from a for-profit corporation organized under Ohio law to a not-for-profit corporation organized under Ohio law, and

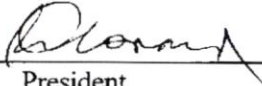
WHEREAS, pursuant to Ohio Revised Code 1701.69 and 1701.72, the Association intends to amend its articles of incorporation to effect such change;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNIVERSITY ESTATES
HOMEOWNERS ASSOCIATION, INC. BOARD OF DIRECTORS AS FOLLOWS:**

1. The Articles of Incorporation are hereby amended to change the University Estates Homeowners Association, Inc. from a for-profit corporation to a not-for-profit corporation;
2. Except for this change from for-profit to not-for-profit, the Articles of Incorporation are not amended and that all other provisions of the Articles of Incorporation remain in full force and effect;
3. This Resolution shall become effective immediately.

Duly enacted this 8th day of August, 2007.

UNIVERSITY ESTATES HOMEOWNERS
ASSOCIATION, INC.
BOARD OF DIRECTORS

BY: 
President

ATTEST/SEAL

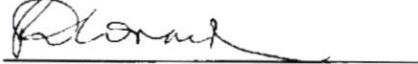

Secretary

Exhibit "B"

**AMENDED AND RESTATED
BYLAWS
OF
UNIVERSITY ESTATES HOMEOWNERS ASSOCIATION
A Corporation For Non-Profit**

ARTICLE I. IDENTIFICATION

1.01 Identity: These are the Bylaws of University Estates Homeowners Association, Inc., a corporation not for profit organized and existing under the laws of Ohio, hereinafter called "Association".

1.02 Purpose: The Association has been organized for the purpose of maintaining, preserving, and managing the Lots and common property within University Estates (the "Neighborhood"), a subdivision located in Athens, Ohio, same to be in accordance with the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Estates", herein called the "Declaration."

1.03 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.04 Seal: There shall be no seal for the Association.

ARTICLE II. MEMBERS

2.01 Qualification: The members of the Association shall consist of all of the record Owners of Lots in the Neighborhood which are subject to the Declaration, in accordance with the Declaration.

2.02 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Athens County, Ohio, of a deed or other instrument establishing a change of record title to a Lot in the Neighborhood. A copy of such instrument shall be delivered to the Association. Upon recording, the Owner established by such instrument of conveyance shall thereupon become a member of the Association and the membership of the prior Owner shall thereupon be terminated.

2.03 Multiple Owners: When a Lot is owned by more than one person, whether as co-tenants, joint tenants, or otherwise, each Owner shall be a member of the Association by virtue of being a record Owner of an interest in a Lot. Lessees of Lots shall not be members. All matters of voting shall, however, be determined on a Lot basis, as provided in Article III.

2.04 Restraint upon Assignment of Membership, Shares, and Assets: The membership of an Owner, and the share of a member in the funds and assets of the Association shall not be

assigned, hypothecated, or transferred in any manner, except as an appurtenance to their Lot.

2.05 Evidence of Membership: There shall be no stock or membership certificates in the Association. Membership shall be determined by Ownership as herein provided.

ARTICLE III. VOTING

3.01 Voting Rights: The member or members who are the record Owners of each Lot in the Neighborhood, upon which a residential improvement has been constructed, shall be collectively entitled to one (1) vote for each such Lot, as provided in the Declaration and the Articles of Incorporation. Subject to Section 3.02 of the Declaration, if members own more than one Lot, they shall be entitled to one (1) vote for each Lot owned on which a residential improvement has been constructed and initially occupied.

3.02 Voting Procedure: Decisions of the Association shall be made by a simple majority of votes entitled to be cast by Members represented at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles of Incorporation, or these Bylaws.

3.03 Quorum: A quorum shall exist when Members entitled to cast not less than twenty five percent (25%) of all votes are present, either in person, by designated voting representative, or by proxy.

3.04 Designation of Voting Representative: The right to cast the vote attributable to each occupied Lot shall be determined, established, and limited pursuant to the provisions of this section:

- (a) Single Owner: If the occupied Lot is owned by one natural person, that person shall be entitled to cast the vote for his Lot.
- (b) Multiple Owners: If the occupied Lot is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Association.
- (c) Life Estate with Remainder Interest: If the occupied Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.
- (d) Corporations: If an occupied Lot is owned by a corporation, the officer or representative thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an officer of the corporation and attested by the Secretary

and filed with the Secretary of the Association.

- (e) Partnership: If an occupied Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by certificate executed by all general partners and filed with the Secretary of the Association.
- (f) Trustees: If an occupied Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Association.
- (g) Estates and Guardianships: If an occupied Lot is subject to administration by a duly authorized and acting Fiduciary or Guardian of the property, then such Fiduciary or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Association a current certified copy of their Letters of Authority or Guardianship.
- (h) Leases: If an occupied Lot is leased, the Owner-Lessor shall be entitled to cast the vote for the Lot, except that the Owner may designate a Lessee as the person entitled to cast the vote for the Lot by a certificate executed by all Owners and filed with the Secretary of the Association.
- (i) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a Lot shall not be counted in determining a quorum unless all Owners required to execute such certificate are present, in person or by proxy, and such Lot Owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

3.05 Approval or Disapproval of Matters: Whenever the decision of a Lot Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

3.06 Proxies: Votes may be cast in person or by proxy. A proxy shall be in writing and signed by the designated voting representative, or the Owner, if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment

thereof. No one person may be designated to hold more than fifteen (15) proxies. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.07 Method of Voting: Subject to the provisions of the Declaration, voting may be by roll call, voice vote, or by written ballot; provided, however, that whenever written approval is required by the Declaration, or whenever any amendment to the Declaration is proposed, or when any borrowing of funds, pledge, or other disposition of common properties or assets is proposed, the voting shall be by written ballot. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions, and social business may be determined by "Yeas" and "Nays" provided that any five (5) voting members, or the chairperson, may require a roll call vote or vote by written ballot.

ARTICLE IV. MEETINGS OF MEMBERS

4.01 Annual Meeting: The annual meeting of the members shall be held during the month of January of each year on a day and at a time determined by the Board of Directors; provided that notice pursuant to Section 4.03 is given at least thirty (30) days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors, and transacting any other business authorized to be transacted by the members.

4.02 Special Meetings: Special meetings of the Members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from voting members entitled to cast not fewer than fifteen percent (15%) of the total number of votes.

4.03 Notice of Meetings: Notice of all meetings of the Members, stating the time, place, and subjects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. All such notices shall be given in writing to each Member's mailing address or email address, as it appears on the books of the Association; as the member may have otherwise directed in writing; or with respect to mailing address, as it appears upon the instrument of conveyance establishing the membership interest. The notice shall be mailed, emailed, or delivered not fewer than ten (10) days, nor more than thirty (30) days, prior to the date of the meeting. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an Owner. The notice for any meeting at which assessments against Lot Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such mailing or delivery shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during, or after meetings. If a Member attends a meeting without protesting prior to or at the commencement of the meeting, then the lack of proper notice shall be deemed to be a waiver by the Member of notice of the meeting.

4.04 Place: Meetings of the Association members shall be held at such place in Athens County, Ohio, as the Board of Directors may designate in the Notice of Meeting. Meetings may

be held by any method of communication, including electronic or telephonic communication, that allows all present an opportunity to participate in the meeting including an opportunity to read or hear the proceedings of the meeting, participate in the proceedings, and contemporaneously communicate with the persons who are physically present at the meeting.

4.05 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

4.06 Order of Business: The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairperson of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

4.07 Action Without Meeting: Whenever the affirmative vote or approval of the Members is required or permitted by the Declaration or these Bylaws, such action may be taken without a meeting if Members entitled to cast not fewer than seventy five percent (75%) of the votes, if such meeting were held, shall agree in writing that such action be taken and waive the necessity of such meeting. Provided, however, that if a greater percentage approval is required, then not less than such percentage must so agree in writing. Provided further that the Declaration, Articles of Incorporation, and these Bylaws may not be amended without a meeting. Notice of the action so taken shall be given in writing to all Members who did not approve such action in writing within ten (10) days of such approval.

ARTICLE V. DIRECTORS

5.01 Number: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined by the Members from time to time prior to the annual election of Directors. The Board of Directors shall at all times be comprised of an odd number of members. Until otherwise determined by the members, there shall be three (3) Directors.

5.02 Election of Directors: The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual meeting of the Members. A nominating committee of not less than three (3) nor more than five (5) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual meeting of the Members. The nominating committee shall nominate at least one (1) person for each Directorship. Other nominations may be made from the floor, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

(b) The election shall be by ballots, unless dispensed with by unanimous consent, and by a plurality of the votes cast, each person voting being entitled to cast their votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all Lot Owners. A special meeting of the Lot Owners to recall a Member or Members of the Board may be called by ten percent (10%) of the Lot Owners giving notice of the meeting as required for a meeting of Lot Owners, and the notice shall state the purpose of the meeting. The vacancy in the Board of Directors so created shall be filled by vote of the Members of the Association at the same meeting.

5.03 Term: Subject to the provisions of Section 5.02, the term of each Director's service shall extend to the next annual meeting of the Members and thereafter until their successor is duly elected and qualified, or until they is removed in the manner elsewhere provided.

5.04 Qualifications: All Directors shall be Members of the Association; provided, however, that any Director elected pursuant to these Bylaws need not be members. An officer of any corporate Owner and a general partner of any partnership Owner shall be deemed members for the purposes of qualifying for election to the Board of Directors.

5.05 Vacancies: Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity, or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office for the unexpired term of the Director they are replacing. Vacancies following removal of

office pursuant to Section 5.02(c) shall be filled as therein provided.

5.06 Disqualification and Resignation: Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who must be a Member of the Association shall be deemed to have resigned if they transfer their Lot so that they cease to be a Member of the Association. More than three (3) consecutive unexcused absences from regular Board meetings shall be deemed a resignation, which shall be effective upon acceptance by the Board.

5.07 Voting: All voting for the election of Directors shall be as provided in Article III and V hereof. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

5.08 Organization Meeting: The organization meeting of a newly elected Board of Directors shall be held within thirty (30) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5.09 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon written concurrence of not less than two-thirds (2/3) of the members of the Board. Meetings may be conducted by electronic method that allows all present an opportunity to participate in the meeting including an opportunity to read or hear the proceedings of the meeting, participate in the proceedings, and contemporaneously communicate with the persons who are physically present at the meeting.

5.10 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary or an Assistant Secretary at the written request of one-third (1/3) of the Directors.

5.11 Notice:

(a) To Directors: Notice of each regular or special meeting shall be given to each Director personally or by mail, telephone or, email at least three (3) days prior to the meeting date. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during, or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of notice by that Director.

(b) To Members: Notices of all Board meetings, and meetings of any committee or similar body of the Board, shall be emailed to Members using the address furnished by the Member, at least forty-eight (48) hours in advance of the meeting except in an emergency.

In the alternative, if notice is not emailed to Members, notice shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the foregoing, in the event the number of Members is in excess of 100, a reasonable alternative to e-mailing may be provided, including publication of notice or provision of a schedule of Board meetings. The notice for any meeting at which assessments against Lot Owners are to be considered shall contain a statement of the nature of such assessments and that such assessments will be considered. Proof of such e-mailing shall be given by an Affidavit of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings. If a Member attends a meeting without protesting prior to or at the commencement of the meeting, then the lack of proper notice shall be deemed to be a waiver by the Member of notice of the meeting.

5.12 Quorum: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors; except where approval of a greater number of Directors is required by the Declaration or these Bylaws.

5.13 Adjourned Meeting: If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting, by signing and concurring in the minutes thereof shall constitute the concurrence of such Director for the purpose of determining requisite majorities on any action taken and reflected in such minutes or to create a quorum. Directors may join in minutes under this section only after an open meeting, for the purposes herein provided.

5.15 Meetings Open: Meetings of the Board of Directors shall be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would be otherwise be governed by the attorney/client privilege.

5.16 Presiding Officer: The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Directors shall designate one of their members to preside.

5.17 Directors' Fees: Directors shall not be entitled to receive Directors' fees but may be reimbursed out-of-pocket expenses advanced by the Director.

5.18 Order of Business: The order of business of Directors' meetings shall be:

- (a) Roll call.

- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Announcements.
- (i) Adjournment.

ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board of Directors shall have all powers, authority, discretion, and duties necessary for the administration of the Association and operation of the Neighborhood, except as may be reserved or granted to the Lot Owners or a specific committee or committees of the Association by the Declaration, Articles of Incorporation, or these Bylaws. The powers of the Board shall include, but shall not be limited to, the following:

6.01 General Powers: All powers specifically set forth in the Declaration Articles of Incorporation and these Bylaws, and all powers incident thereto or reasonably to be inferred therefrom.

6.02 Enforcement: The Board of Directors shall, when deemed necessary by the Board, enforce by legal means, provisions of the Declaration, the Articles of incorporation, the Bylaws and Rules and Regulations for the use of Common Property.

6.03 Budget and Assessments: To adopt budgets and make assessments, and to use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

6.04 Employment: To employ, dismiss, control, and contract for personnel and contractors for the administration of the Association, including but not limited to managers, maintenance personnel, attorneys, accountants, and other professionals, by employment or contract, as the Board may determine.

6.05 Rules and Regulations: To adopt, amend, and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of any Common Property, subject to the Declaration and Bylaws. Provided, however, that any rules or regulations

adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of the Owners of not less than two-thirds (2/3) of the occupied Lots subject to the Declaration. Any such rules or regulations approved by the Owners shall not thereafter be amended or rescinded except upon affirmative vote of the Owners of not less than two-thirds (2/3) of the occupied Lots in the Neighborhood subject to the Declaration.

6.06 Committees: To create and disband such committees as the Board may from time to time determine as reasonably necessary or useful in and about the administration of the Association, and to delegate such authority to such committees as may be reasonable in connection with their purpose, subject always to the provisions of the Declaration, Articles of Incorporation, and Bylaws. All committees of the Association shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board of Directors.

ARTICLE VII. OFFICERS

7.01 Officers and Election: The officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by a majority vote of all Directors at any meeting. Any person may hold two offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall designate the powers and duties of such other officers as it may create.

7.02 President: The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an Association; including but not limited to the power to appoint advisory committees from time to time, from among the members or others as they may in their discretion determine appropriate, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and Membership meetings.

7.03 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

7.04 Secretary and Assistant Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notice to the members and Directors. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent. The minutes of all meetings of the members and the Board of Directors shall be kept in books available for inspection by members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years.

7.05 Treasurer: The Treasurer shall have custody of all the property of the Association including funds, securities, and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices, and provide for collection of assessments, and perform all other duties incident to the office of Treasurer.

7.06 Compensation: The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management services.

7.07 Indemnification of Directors and Officers: Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed upon them in connection with any proceeding to which such Director or officer may be a party or in which such Director or officer may become involved by reason of being or having been a Director or officer of the Association, whether or not such Director or officer is a Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of such Director's or officer's duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7.08 Term: All officers shall hold office until their successors are chosen and qualify.

ARTICLE VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.01 Accounting: Receipts and expenditures of the Association shall be credited and charged to Association accounts in accordance with generally accepted accounting principles consistently applied.

8.02 Budget: The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and funds for required reserves if deemed necessary by the Board. The budget may provide funds for specifically proposed and approved improvements.

8.03 Procedure: The Board of Directors shall adopt a budget in accordance with the Declaration.

8.04 Assessments: Regular annual assessments against a Lot Owner for such Owner's share of the items of the budget shall be made in advance on or before February 28 of the year for which the assessment is made. Such assessment shall be due either annually, on or before May 1,

or, at the discretion of the Board, in two (2) semi-annual installments, which shall come due on the 1st day of May and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the 1st day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget may be amended at any time by the Board and a supplementary assessment levied. The supplementary assessment shall be due on the 1st day of the month next following the month in which the supplementary assessment is made or as otherwise provided by the Board of Directors.

8.05 Acceleration of Assessments: Upon default in payment of any assessment by a Lot Owner, the Board may elect to accelerate remaining installments of any assessments in accordance with the Declaration.

8.06 Expenditures: All funds of the Association shall be expended only upon authorization of the Board of Directors. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from special assessments and funds in specifically designated reserves shall be expended solely for the purpose for which such assessment was made, or reserve established. Contingency funds may be expended for any legitimate purpose by action of the Board.

8.07 Depository: The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Directors, and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors. Funds of the Association may be co-mingled or kept in separate accounts, except as otherwise required by the Declaration.

8.08 Audit: A report of the accounts of the Association shall be made annually by the Board, and a copy of the report shall be furnished to each member at member's email address, as it appears on the books of the Association, not later than April 1st of the year following the year for which the report is made.

8.09 Fidelity Bonds: Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for the Association's funds. The amounts of such bonds shall be determined by the Directors of the Association. The premiums on such bonds, if required by the Board, shall be paid by the Association as a common expense.

ARTICLE IX. PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern questions of procedure of the Association, the Board of Directors and Committees of the Association when not in conflict with the Declaration, Articles of Incorporation or these Bylaws.

ARTICLE X. AMENDMENT

These Bylaws may be amended by the Members of the Association at any regular or special meeting duly called for that purpose by the affirmative vote of an absolute majority of all votes entitled to be cast. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles of Incorporation, except as provided in said Declaration or Articles.

ARTICLE XI. MISCELLANEOUS

The provisions of these Bylaws shall be construed together with the Declaration and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. Unless otherwise specifically provided, terms used herein shall have the meanings set forth in the Declaration. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Declaration. Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

The foregoing was adopted as the Amended and Restated Bylaws of the Association at a meeting of the Board of Directors on the 31st day of March 2026.

University Estate Homeowners Association,
an Ohio not for profit corporation

By: _____

Name: Polly Sumney

Its: President

Exhibit "C"
NOTICE TO BUYERS

To the Purchasers of Lots in University Estates, Athens County, Ohio:
YOU ARE HEREBY NOTIFIED that the purchase of your Lot is subject to:

1. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Estates, as amended (the "Declaration"), Public Records of Athens County, Ohio, as amended and supplemented from time to time, copies of which shall be provided upon execution of your contract to purchase.

2. Ownership of a Lot in said Neighborhood automatically makes you a member of University Estates Home Owners Association, Inc., and you are subject to its Bylaws and Regulations. Each Lot upon which a residential improvement has been constructed and initially occupied entitles its Owner to one vote in the affairs of the Association, subject to the provisions of the Declaration, Bylaws, and any rules promulgated by the Board.

3. The Association has the right and power to assess and collect assessments, as provided in its Bylaws, for, among other things, the costs of maintenance and operation of the Common Property, which you have a right to enjoy, in accordance with said Restrictions, as well as Lot maintenance services which may be provided at the discretion of the Association. A copy of the current year budget is available upon request from the Association.

4. The current annual assessment by the Association for the year running from 20__ through 20__ is as \$ _____/

You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Neighborhood.

5. All property within the Neighborhood is subject to the terms of the Bylaws, as said Bylaws may be amended from time to time. The Association may construct, operate, and maintain certain improvements and facilities, including some within the Neighborhood and impose (or will impose) taxes or assessments or both on property located therein. These taxes and/or assessments pay the debt service on the bonds and other costs associated with the construction, operation and maintenance of the improvements and facilities of the association and are set annually by the governing Board of the Association. These taxes and assessments are in addition to County and all other taxes and assessments provided for by law and the assessments provided for herein. Each Owner shall be responsible to pay the Association taxes and assessments as to the Lot(s) owned by such Owner.

6. The Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by Athens County or City ordinances or regulations set forth by the Association.

7. It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the requirements, if any, of the Athens City or County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future.

8. The Association, in their discretion, may elect that the Association provide from time-to-time certain Lot maintenance services, such as by way of example, mowing, fertilizing, yard pest control, tree trimming, landscape maintenance, or other similar services ("Maintenance Services") for certain Lot Types. The Association shall have the discretion of implementing such services on an optional or mandatory basis for each Lot Type for the services elected to be provided. Each Owner shall be obligated to pay its respective share of the monthly service charges and other costs and expenses of the Association in providing such Maintenance Services, which service charges, costs and expenses are hereby deemed to be Association Expenses, and which shall be assessed and collected from the Owners in accordance with the provisions of the Declaration. Such Maintenance Services shall be provided and may be discontinued at the discretion of the Association.

9. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration.