

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
AND IMPOSING COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE PROJECT KNOWN AS
RIVER PINES RV RESORT CONDOMINIUM

COUNTY OF CLERMONT
AUDITOR'S OFFICE

This will certify that copies of the Amended and Restated Declaration of Condominium ownership for River Pines RV Resort Condominium, drawing and legal descriptions attached herein, have been filed in the office of the County Auditor, Clermont County, Ohio.

Clermont County Auditor

By: _____
Real Estate Transfer Department
Clermont County, Ohio

Date: _____

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
RIVER PINES RV RESORT CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Ronald R. Ward and Roberta R. Ward (referred to herein collectively as the "Declarant") filed and recorded a certain Declaration of Condominium Ownership, dated August 13, 1986 (the "Original Declaration"), which enabled the following described real property further described in Exhibit A, attached hereto and incorporation herein, together with all buildings, structures, ramps, recreational facilities, improvements and other permanent fixtures of whatever kind situated thereon, and all privileges belonging or pertaining thereto (the "Condominium Property") to be owned under and pursuant to that certain type of ownership commonly known as "Condominium" and subjected and submitted such property to the provisions of Chapter 5311 of the Ohio Revised Code; and

WHEREAS, the Original Declaration established, for the mutual benefit of the Declarant, the owners, and all future owners, mortgagees or occupants of the Condominium Property or any part thereof, known as "River Pines RV Resort Condominium" (the "Association") certain easements and rights, in, over, and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Original Declaration, together with By-Laws of River Pines RV Resort Condominium Association, Inc., dated August 13, 1986 and attached to and incorporated by reference in the Original Declaration (the "Original By-Laws"), furthered a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Condominium Property, and were established for the purpose of enhancing the value, desirability and attractiveness of the Condominium Property; and

WHEREAS, the Original By-Laws were subsequently amended in 1992, 1993, 1995, 2003,2004, and 2010; and

WHEREAS, in accordance with privileged settlement communication relating to Court of Common Pleas for Clermont County Ohio Case No. 2010CVH289, the Association now desires to amend and restate the Original Declaration and the Original By-Laws.

NOW, THEREFORE, pursuant to the terms contained in Article XV of the Original Declaration, pursuant to Court Order of the Court of Common Pleas for Clermont County Ohio in association with Case No. 2010CVH289, and as provided in Section 5311.05 of the Code, the Board of Trustees (as defined hereinafter), as the owners of the Condominium Property, hereby make the following Amended and Restated Declaration (the "Declaration") as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and

shall be binding on the owners, their successors and assigns, and all subsequent owners of all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, devisees, successors or assigns.

ARTICLE I

Section 1.1. Name. The Condominium Property shall be known as River Pines RV Resort Condominium.

Section 1.2. Purpose. The objects of the Association shall be (i) to provide a location and facilities at which Unit Owners can locate, establish appropriate utility connections for and make use of recreational vehicles, (ii) to furnish for its Members facilities for fishing, boating, swimming and outdoor sports at River Pines RV Resort Condominium. New Richmond, Clermont County, Ohio and vicinity, (iii) to promote cooperation among the Unit Owners and other persons interested in, and who may use the facilities, and (iii) to provide for the mutual assistance, enjoyment, and entertainment of all such persons.

ARTICLE II

Section 2.1. Definitions. The terms defined in this Article II (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Declaration and of any amendments hereto shall have the respective meanings specified in this Article.

A. *Articles of Incorporation*. The Articles of Incorporation which create and govern the non-profit corporation constituting the Unit Owners' Association and which were filed with the Secretary of State of Ohio, a copy of which is attached hereto as Exhibit C and made a part hereof.

B. *Assessments*. Assessments mean "common assessments" charged proportionately against all Units for common purposes.

C. *Association*. The River Pines RV Resort Condominium Association, Inc., an Ohio corporation, not for profit, being the entity charged with the responsibility of operating and maintaining the Condominium Property, and defined as a unit owner's association pursuant to Section 5311.01(L) of the Ohio Revised Code.

D. *Board of Trustees*. Individuals ("Board Members" or "Trustees") elected by the Members (Unit Owners) or as otherwise provided to manage the Association. All references herein to the "Board" are intended to be references to the Board of Trustees.

E. *Buildings*. All of the structures presently constructed on the Condominium Property as set forth herein, provided, however, if additional buildings and improvements are added to the

Condominium Property pursuant to the provisions herein, the term "Buildings" shall also include such subsequent additional buildings and improvements.

F. *By-Laws*. The Amended and Restated By-Laws of the Association providing for the administration duties and management thereof, attached hereto as Exhibit D and made a part hereof by this reference.

G. *Chapter 5311*. That portion of the Ohio Revised Code, as the same may be amended or supplemented from time to time, which pertains to condominium ownership.

H. *Common Areas and Limited Common Areas and Facilities*. Common Areas and Facilities include the following parts of the Condominium Property:

(1) The Land described in this Declaration.

(2) All other areas, facilities, places and structures that are not part of a Unit, including, but not limited to:

a. The Clubhouse, building;

b. The common yards, fences, temporary parking areas, pipelines, ramps, pool, storage space, recreational facilities;

c. Installations of central services serving more than one Unit such as power, water and other utility equipment;

d. Tanks, pumps, motors, fans, swimming pool, compressors, ducts and generally all apparatus and installations existing for common use;

e. Portions of any structures and of any equipment and facilities situated on the common areas;

f. Appliances, equipment, fixtures and forms of personal property situated on the common area and used and owned in common by the owners;

g. All other parts of the Condominium Property necessary or convenient to the existence, maintenance, and safety, or normally in common use, or which have been designed as Common Areas and Facilities in the Declaration or exhibits attached thereto.

(3) To the extent that the various items listed above are located on a particular Unit(s) and intended for the individual and exclusive use of the Owner(s) of such Unit, they are excluded from being "Common Area," provided however that all electric meters installed on the Land, including meters installed for the use by or benefit of a specific Unit, are and shall continuously be part of the Common Area Facilities of the Association

subject to the right of the Unit Owner(s) on whose Unit such meter is located to enjoy the exclusive right to make use of such meter (this provision does not alter or affect the obligation of the Unit Owner whose electric use is measured by any such meter, to pay all bills and charges associated with such usage).

(4) Limited Common Areas and Facilities means the Common Areas and Facilities designated on the drawings in Exhibit B, as reserved for the use of a certain Unit or Units to the exclusion of the other Units, and as more specifically described in Article III, Section 3.2(D).

1. *Common Expenses.* Those expenses designated as common expenses in Chapter 5311, Ohio Revised Code, this Declaration, or any of the other associated condominium instruments including, without limitation, the following:

(1) The costs of maintenance, management, operation, repair and replacement of the Common Areas and Facilities and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(2) The costs of the management and administration of the Association, including, without limitation, the compensation paid by the Association to managing agents, accountants, attorneys contractors and employees;

(3) The costs of all maintenance, management, operation, repair and replacement and all rental costs of the recreational facilities, if any, leased to the Association for the benefit of the Unit Owners, to the extent such costs and obligations are the responsibility of the Association;

(4) All amounts which may be lawfully assessed against the Unit Owners by the Association and such other expenses determined from time to time to be common expenses by the Association.

1. *Condominium Instruments.* The Declaration (as defined below) and accompanying drawings and plans, the By-Laws of the Unit Owners' Association, any contracts pertaining to the management of the Condominium Property, and all other-documents, contracts or instruments establishing ownership of or exerting control over the Condominium Property of a condominium Unit, and the exhibits attached thereto, and as the same may from time to time be amended, including, without limitation: Exhibit A (property descriptions); Exhibit B (condominium plat plan); Exhibit C (Articles of Incorporation of the Association); and Exhibit D (By-Laws of the Association).

K. *Condominium Property.* The Land described in Exhibit A, attached hereto and incorporated herein, all buildings, improvements and structures on said land, and all easements, rights, and appurtenances belonging to said land, and all articles of personal property, submitted to the provisions of Chapter 5311, Ohio Revised Code. In the event that through the process of

annexations, purchase or merger of other land and/or condominiums herein or hereto, other property of a similar type is brought within or into the jurisdiction of this Condominium Plan, such other' property and all improvements thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners, shall also thereupon be included in this definition.

L. *Declaration.* This instrument and all of the exhibits hereto, and any and all amendments to this Declaration.

M. *Drawings.* The plans and drawings filed with the Clermont County Recorder's Office, applicable to this Declaration as shown in Exhibit A, and any plans and drawings hereinafter submitted pursuant to the provisions hereof.

N. *Improvement.* Any capital improvement (a "capital improvement" means any betterment of an existing building, equipment, or fixture, which extends its life, increases its usefulness or productivity, or increases the value of Condominium Property or new construction of a building, equipment, or fixture which increases the usefulness, productivity, or value of Condominium Property) or capital expenditure, including, but not limited to the construction of foot paths, pathways, roadways, fences, landscaping, drainage or flood prevention modifications, buildings, recreational facilities, other structures intended for the enjoyment and use of the Association Members and their guests, and the betterment of such fixtures and structures (e.g., installing new doors or windows or replacing doors and windows, replacing a roof, installing an air conditioning or ventilation system, or installing a burglar alarm system).

O. *Member.* A Unit Owner.

P. *Mortgagee.* The holder of a first mortgage lien against an individual Unit.

Q. *Occupant.* A person or persons in possession of a Unit, but not necessarily the owner of a Unit.

R. *Ownership/Interest.* A fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Areas and Facilities.

S. *Rules and Regulations.* Rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted or amended by the Association from time to time according to provisions set forth in the By-Laws. All references herein to the "Rules" are intended to be references to the Rules and Regulations.

T. *Units.* Those parts of the Condominium Property described in Article III, consisting of the designated Units as more particularly shown on Exhibit B hereof, which are the subject of individual ownership.

U. *Unit Owner.* Any person or persons owning the fee simple estate in a Unit and an undivided percentage of interest in the Common Areas and Facilities. Each Unit Owner is a

"Member" of the Association. Unless the context requires otherwise, all references herein to an "Owner" are intended to be references to a "Unit Owner."

V. *Voting Power.* The total number of votes of all Unit Owners (i.e., based on two hundred and eighty (280) Units, the Voting Power of the Unit Owners is 280 votes). For the purpose of calculating Voting Power percentages, each Unit owned by the Association or the Board of Trustees may be voted by the Board as if owned by a Unit Owner. Notwithstanding the foregoing, nothing contained herein shall result in the Association or Board of Trustees having any Assessment payment obligations resulting from Unit ownership.

ARTICLE III

DESCRIPTION OF PROPERTY IN UNIT

Section 3.1. General Description of Condominium Property.

The condominium property shall consist of a tract of 35.973 acres of land and the following facilities located thereon (i) the Units, and (ii) the waterways, club house, boat ramp, exercise room, swimming pool, children's playground, basketball court, horseshoe pit, shuffle board court, volleyball court, laundry facilities, restrooms, showers, the Pavilion, and stocked fishing lake and all other amenities which are part of the common areas and facilities of the condominium property.

Each Unit consists of a defined, numbered physical location at the Condominium Property designated for the parking and use of a recreational vehicle, and including the right to make the exclusive use of utility hook-ups thereon and of any other Limited Common Areas and Facilities located thereon. Units range in size from 2401 to 10477 sq. ft., designated as Lot 1 through Lot 280, inclusive, as shown in the chart below and on the attached drawings. Each Unit includes a $1/280^{\text{th}}$ (0.3571 %) interest in the common area.

The locations, together with the particulars of the number of Units, the layout, location, designation, dimensions, and the Common Areas and Facilities are shown graphically on the set of drawings attached hereto, marked Exhibit B and made a part hereof. Said set of drawings was prepared by and bears the certified statement of George M. Carter, Professional Surveyor #5210, and Christopher I. Brown, Professional Engineer #048051, as required by Section 5311.07, Ohio Revised Code. These designations may be amended pursuant to the provisions hereof.

Section 3.2. Common Areas and Facilities.

A. Description. The Common Areas and Facilities shall consist of all parts of the Condominium Property except the Units.

B. Ownership of Common Areas and Facilities. The Common Areas and Facilities comprise, in the aggregate, a single freehold estate and shall be owned by the Unit Owners, as tenants in common, and ownership thereof shall remain undivided. No action for partition of any

part of the Common Areas and Facilities shall be maintainable nor may any Unit Owner otherwise waive or release any rights in the Common Areas and Facilities provided, however, that if any Unit be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit Ownership as between such co-owners.

The following table indicates the square footage of each Unit. Each Unit enjoys a 1/280th (0.3571%) interest in the Common Areas and Facilities of the Common Areas and Facilities, as determined in accordance with the provisions of Chapter 5311, Ohio Revised Code, on the basis of par value, all Unit Owners being deemed to enjoy equal benefits and usage of the condominium property, since the common areas and improvements will be shared on an equal basis, notwithstanding the areas of Units vary in size:

River Pines R.V. Resort
(1/280th Interest Each)
Lot Area Summary

Lot#	Square Feet	Lot#	Square Feet	Lot #	Square Feet	Lot#	Square Feet	Lot#	Square Feet	Lot #	Square Feet
1	5610.24	51	3259.13	101	2475.00	151	2630.32	201	5730.58	251	2405.30
2	4708.78	52	3420.78	102	2475.00	152	2426.17	202	6039.63	252	2405.30
3	4228.74	53	2786.11	103	2475.00	153	2607.04	203	6386.16	253	2405.30
4	3707.50	54	2475.00	104	2475.00	154	2761.34	204	6582.77	254	2405.30
5	3423.80	55	2475.00	105	2475.00	155	2644.74	205	6779.39	255	2405.30
6	3817.18	56	2475.00	106	2475.00	156	2606.08	206	6875.88	256	2405.30
7	2820.55	57	2475.00	107	2475.00	157	3213.18	207	7177.41	257	2405.30
8	2721.71	58	2475.00	108	2475.00	158	3882.25	208	9104.21	258	2405.30
9	2700.00	59	2475.00	109	2475.00	159	3008.26	209	10476.99	259	2405.30
10	2700.00	60	2475.00	110	2492.32	160	2970.93	210	6333.45	260	2405.30
11	2700.00	61	2475.00	111	2530.36	161	2933.61	211	6268.40	261	2405.30
12	2700.00	62	2475.00	112	2475.00	162	2849.30	212	6707.94	262	2483.86
13	2700.00	63	2475.00	113	2475.00	163	2557.99	213	2716.01	263	2475.00
14	2490.00	64	2475.00	114	2475.00	164	2800.31	214	2438.33	264	2475.00
15	2570.33	65	2475.00	115	2475.00	165	2762.98	215	2475.00	265	2706.76
16	2681.89	66	2475.00	116	2475.00	166	2725.66	216	2475.00	266	2655.88
17	2763.12	67	3370.78	117	2475.00	167	2688.34	217	2475.00	267	2475.00
18	2700.00	68	3107.40	118	2475.00	168	2851.01	218	2406.25	268	2475.00
19	2700.00	69	2457.30	119	2475.00	169	2813.69	219	2406.25	269	2475.00
20	2565.87	70	2475.00	120	2512.65	170	2576.37	220	2406.25	270	2475.00
21	2475.48	71	2475.00	121	2484.09	171	2604.75	221	2450.71	271	2475.00
22	2475.00	72	2475.00	122	2486.04	172	2892.80	222	2468.61	272	2475.00
23	2475.00	73	2475.00	123	2736.03	173	2848.17	223	2475.00	273	2475.00
24	2475.00	74	2475.00	124	2502.05	174	2848.17	224	2475.00	274	2475.00
25	2475.00	75	2475.00	125	2486.48	175	5666.30	225	2475.00	275	2475.00
26	2475.00	76	2475.00	126	2475.00	176	5441.64	226	2475.00	276	2475.00
27	2475.00	77	2475.00	127	2475.00	177	6039.63	227	2475.00	277	2475.00
28	2475.00	78	2475.00	128	2475.00	178	6677.63	228	2475.00	278	2475.00
29	2475.00	79	2475.00	129	2572.54	179	6628.59	229	2475.00	279	2475.00
30	2623.04	80	2475.00	130	2572.54	180	6086.81	230	2475.00	280	2525.60
31	2983.43	81	2475.00	131	2578.54	181	7042.34	231	2844.79		

Lot#	Square Feet	Lot#	Square Feet	Lot#	Square Feet	Lot #	Square Feet	Lot#	Square Feet	Lot#	Square Feet
32	2000.00	82	2475.00	132	2699.60	182	7587.08	232	2412.46		
33	2800.00	83	2594.76	133	2495.30	183	7333.42	233	2401.30		
34	2714.16	84	2481.58	134	2503.46	184	7078.96	234	2401.30		
35	2891.04	85	2475.00	135	2550.19	185	6024.49	235	2401.30		
36	2475.00	86	2484.54	136	2586.60	186	6632.69	236	2401.30		
37	2475.00	87	2478.54	137	2623.02	187	6503.54	237	2401.30		
38	2475.00	88	2475.00	138	2657.43	188	6574.39	238	2401.30		
39	2475.00	89	2475.00	139	2685.84	189	6245.24	239	2401.30		
40	2475.00	90	2475.00	140	2732.26	190	6116.09	240	2401.30		
41	2701.78	91	2475.00	141	2714.59	191	5651.64	241	2831.16		
42	2475.00	92	2475.00	142	2572.92	192	5598.69	242	2831.16		
43	2475.00	93	2475.00	143	2862.30	193	6139.58	243	2831.16		
44	2475.00	94	2475.00	144	2898.72	194	5763.15	244	2453.17		
45	2475.65	95	2475.00	145	2835.05	195	5325.69	245	2453.19		
46	2475.00	96	2475.00	146	2829.79	196	4819.20	246	2541.12		
47	2475.00	97	2475.00	147	3507.94	197	4513.22	247	2504.41		
48	2475.00	98	2788.56	148	2572.67	198	4541.54	248	258.75		
49	2608.05	99	2643.88	149	2610.17	199	4694.84	249	2871.26		
50	2769.19	100	2612.82	150	2567.97	200	5175.86	250	2405.30		

The undivided percentage interest of the Unit Owners in the Common Areas and Facilities and the fee simple title to the respective Units shall not be separated or separately conveyed, encumbered, inherited or divided, and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

Such percentage amount shall remain constant and shall not be changed except by an amendment pursuant to Section 15.1 0 of this Declaration, or upon an increase or decrease in the total number of Units, in the event of which each Unit's interest shall be automatically be increased or reduced proportionate to such increase or decrease in the total Unit count.

C. Use of Common Areas and Facilities. Each Unit Owner shall have the right to use the Common Areas and Facilities and any property owned or leased by the Association in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such rights shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the By-Laws and the Rules.

D. Use of Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities, which consist of all Common Areas and Facilities located within the bounds of his Unit and designated thereon as Limited Common Areas and Facilities.

Ownership of a Unit includes the exclusive right to park a recreational vehicle on the Unit and the right to exclusive possession, use, and enjoyment of the Unit.

Section 3.3. Recreational Facilities.

All recreational areas and recreational facilities shall include club houses, boat ramps, exercise rooms, swimming pools, children's playgrounds, basketball courts, horseshoe pits, shuffle board courts, volleyball courts, laundry facilities, restrooms, showers, the Pavilion, and stocked fishing lakes, as well as any facilities to added pursuant to this Declaration, shall be part of the Common Area and Facilities.

ARTICLE IV

UNIT OWNERS' ASSOCIATION

Section 4.1. Membership. The River Pines RV Resort Condominium Association, Inc., an Ohio corporation, formed by the Articles of Incorporation attached hereto as Exhibit C, shall administer the Condominium Property subject to the provision hereof. Each Unit Owner, upon acquisition of the ownership interest in a Unit within the Condominium Property shall automatically become a Member of the Association. Such membership shall terminate upon the sale or other disposition of his ownership interest, at which time the new owner of such ownership interest shall automatically become a Member of the Association. Upon the death of any Member, the membership shall pass under the will of the deceased Member or according to the applicable laws of descent and distribution. Membership shall also pass to the Grantees of any Member, whether by sale, gift or otherwise. Each membership unit shall be considered one condominium unit and each such unit shall have one vote only at meetings of the Members.

Section 4.2. Board of Trustees and Officers. The Board of Trustees and Officers of the Association, elected as provided in the By-Laws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law and by the By-Laws upon the Association. In the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or member of the Board of Trustees solely in his capacity as an officer of a member of the Board of Trustees, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the By-Laws.

Section 4.3. Administration of Condominium Property. The Administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner or occupant shall comply with the provisions of this Declaration, the By-Laws, the Rules and the decisions and resolutions of the Association or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages and/or for injunctive relief.

Section 4.4. Service of Process. The person to receive service of process for the Association shall be the President. The current President is Robert Gardner, whose personal address is 519 W. Kemper Road, Cincinnati, Ohio 45246 and who can also be reached via the Association address which is River Pines RV Resort Condominium Association, P.O. Box 98,

New Richmond, Ohio 45157. The name and address of each successor President shall be filed with the Secretary of State of Ohio, on such forms as prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit.

ARTICLE V

MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS-

Section 5.1. Responsibility of the Association. The management, maintenance, repair, alteration and improvements of the Common Areas and Facilities and any property leased to the Association shall be the responsibility of the Association. Each owner agrees to maintain, repair, and replace at his expense all portions of the Common Areas and Facilities which may be damaged or destroyed by reason of the willful or uninsured negligent act or neglect of himself or any other member of his household, or by the willful or uninsured negligent act or neglect of any invitee, licensee or guest of such owner or member of his household.

Section 5.2. Improvements. The Association may levy assessments for Improvements in accordance with the By-Laws, and/or the Rules and Regulations adopted pursuant to the By-Laws.

Section 5.3. Unit Owner Responsibility. The responsibility of each Unit Owner shall be as follows: To maintain, repair and replace at his expense the Unit and improvements thereof, and to maintain, repair and replace at his expense all electrical and other utility service facilities located within the Unit, and to do likewise with all Limited Common Areas And Facilities designated for his use; to perform his responsibilities in such manner as not unreasonably to disturb other persons residing within the Condominium; and to promptly report to the Association or its managing agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

ARTICLE VI

EASEMENTS

The owner of each Unit shall be subject to easement for access arising from necessity of maintenance, emergency; or operation of condominium property. The owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities through the use of all utilities now or hereafter existing through and over the property.

The Association may hereafter grant easements on behalf of Unit Owners to persons or entities for utility purposes for the benefit of the Condominium' Property or the owners of adjoining properties including, without limitation, the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television and telecommunications wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Unit Owner hereby grants and the transfer of title to the Unit Owner shall be deemed to grant the Association

an irrevocable Power of Attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing.

All easements and rights heretofore established on the property and described herein, are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the undersigned, its successor and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

Failure to refer specifically to any or all of the easements and/or rights described in this Declaration, in any deed or conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered along with the Unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 7.1. Covenants and Restrictions. The following covenants, restrictions, conditions and limitations as to the use and occupancy which shall run with the land shall be binding upon each Unit Owner, his heirs, tenants, licensees, successors and assigns.

This Declaration is made to establish separate individual recreational vehicle parcels within the Condominium Property to which fee simple interests may be conveyed for use for recreational purposes; to establish a Unit Owners association to administer the Condominium Property; to provide for the preservation of the values of the Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and users; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to provide revenue through assessments to accomplish these purposes. No Unit shall be used for any purpose other than that of parking and occupying a recreational vehicle and purposes customarily incidental thereto. No person shall be permitted to place any permanent structure within a Unit which would impair such purposes. The only exception to this limitation is that a Unit Owner may request permission to erect a small storage shed of no more than 100 sq. ft. in size, subject to the prior approval of plans for such shed by the Association. Notwithstanding the foregoing, it shall be permissible for the Association to maintain, during the period of its sale of Units, one or more Units for promotion activities, and one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Association. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, water craft and recreational vehicles in and on the common areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or

taking such other actions as it, in its sole discretion deems appropriate. Further, in the event of emergency such as fire or other casualty, the designee of the Board of Trustees may cause to be towed and removed any vehicle and/or property of any Unit owner, guest, invitee, or any other person or persons.

Nothing shall be done or kept within any Unit or in the Common or Limited Common Areas and Facilities which will increase the rate of insurance of the buildings or contents thereof, or other improvements, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept within his Unit or in the Common or Limited Common Areas and Facilities which will result in cancellation of insurance on the building or contents thereof, or other improvements, or which would be in violation of the law. No waste will be committed in the Common or Limited Common Areas and Facilities.

No signs of any kind shall be displayed to the public view of the properties except those on the Common Areas regarding and regulating the use of the Common Areas, provided they are approved in advance by the Board of Trustees, and those used by the Association to advertise any Unit for sale or rent or to identify the financing agent during the sales period; provided, however, that one professionally prepared sign advertising the Unit, RV, or water craft for sale or rent shall be permitted on the interior side of the window of the RV or water craft within a Unit.

No noxious or offensive activity shall be carried on within any Unit or in the Common or Limited Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

Nothing shall be done within any Unit or in, on or to the Common or Limited Common Areas and Facilities which shall impair the structural integrity of any building, structure or improvement.

The Common and Limited Common Areas and Facilities shall be kept free and clear of rubbish, debris, and other unsightly materials. Storage of trash containers shall be strictly in accordance with the Rules and Regulations.

Nothing shall be altered or constructed on or removed from the Common Areas and Facilities except as otherwise provided in this Declaration and except upon written consent of the Association.

Unit Owners shall be permitted to have pets both within the Unit areas and the common area (except clubhouse), so long as all such pets are leashed.

No Unit owner, nor any guest, tenant, licensee, agent, and/or other representative of any Unit Owner shall utilize either his, her, or its Unit and/or RIVER PINES RV RESORT CONDOMINIUM as a permanent residence address.

The owners of the respective Units shall have the right to lease or rent any Unit. No lease may be for less than an entire Unit.

The listing of the specific use restrictions above shall not bar the Association from making any responsible rule and regulation which places additional or different use restrictions on the Condominium Property.

Every Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-Laws of the Association and with the Rules and Regulations in relation to the use and operation of the Condominium, the Units, the Common Areas and Facilities and the other Condominium Property. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages, and/or injunctive relief or all of them, as provided by Chapter 5311.23. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, By-Laws, and Rules.

Section 7.2. Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above by judicial proceedings or any other means shall in no way effect the validity of the others.

ARTICLE VIII

ASSESSMENTS AND COMMON EXPENSES

Section 8.1. Annual Assessment. for the operation of the Association, the maintenance and repair of the Common Areas and Facilities, and for the insurance, real estate taxes and assessments of the Common Areas and Facilities, together with the payment of the common expenses, and reserve for contingencies and replacement, shall be made in the manner herein provided and in the By-Laws. Specifically, the Association may assess each Unit Owner, annually or in semi-annual, quarterly or monthly installments as determined by the Board, an amount deemed reasonably appropriate by the Board to fund the Association's operations. Such assessment shall be the personal obligation of each Unit Owner, and each Unit Owner shall be responsible jointly and severally with every other Owner of his/her Unit, for the payment of the Annual Assessment. Each Unit Owner by the acceptance of a deed to his/her Unit is deemed to agree to pay Annual Assessments to the Association. Payment of an Annual Assessment shall be due within fifteen (15) days of the issuance of such Assessment. Unpaid assessments shall be the personal obligation of each Owner of a given Unit, and shall become the personal obligation of any successor Owners, regardless of the means by which such successor Owner(s) acquire title excepting only an acquisition through a sheriff's sale following a foreclosure, as described below.

Section 8.2. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy in any assessment year, special assessments applicable to that year for the purposes of defraying part or all of the common expenses as to the cost of reconstruction, repair, or replacement of Improvements on the common area or on Association

property; and the construction or purchase of Improvements, in each instance including personal property and fixtures; and defraying costs of repair and restoration ("Special Assessments").

Such Special Assessments for Improvements may be levied by the Board according to the By-Laws and/or the Rules. Additionally, expenses of the Association in connection with a loss under the insurance coverage and the disbursement of funds thereof shall be an assessment against the owners of any damaged or destroyed Units and against all Unit Owners in case of damage to or destruction of the Common or Limited Common Areas and Facilities, and such assessment may be levied by the Board and shall not require a vote of the Members of the Association.

Section 8.3. Common Profits. The common profits of the Condominium Property shall be distributed according to the By-Laws.

Section 8.4. Penalties. The Association may, impose a charge against any Unit Owner who fails to pay any amount assessed by the Association against him or his Unit within fifteen (15) days after the date of such assessment and who fails to exercise his rights under this Declaration or under the laws of the State of Ohio to contest such assessment in an amount of Two Dollars (\$2.00) per day for every day after the expiration of such fifteen (15) day period. In addition, the Association may enforce its right to collect unpaid Assessments from a Unit Owner in an action in any court of competent jurisdiction, and in such an action, the Association may collect from such Unit Owner all damages sustained by the Association, the costs of such action, and the Association's reasonable attorney's fees.

Section 8.5. No Waivers. No owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Unit.

Section 8.6. Statutory Lien. According to provisions set forth in Chapter 5311, the Association shall have a lien upon the estate and interest of an Owner in any Unit and the appurtenant percentage interest in the Common Areas and Facilities for the payment of the portion of the common expenses chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a Certificate of Lien is filed for record in the Office of the Recorder of Clermont County, Ohio, pursuant to authorization given by the Board of Trustees. The Certificate shall contain a description of the Unit, the name of the record owner(s), and the amount of the unpaid portion of the common expenses and shall be subscribed by the President or other chief officer of the Association. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his Unit while he is a Unit Owner.

The lien provided for herein is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its President or other chief officer pursuant to authority given to him by the Board of Trustees. In the foreclosure action the owner of the Unit affected shall be required to pay a reasonable rental for the Unit during the pendency of the action, and the plaintiff in the action is entitled to the appointment of a receiver to collect rental. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of Trustees is entitled to become the purchaser at the foreclosure sale.

A Unit Owner who believes that the portion of the common expenses chargeable to his Unit, for which a Certificate of Lien has been filed by the Association, has been improperly charged against him or his Unit, may, pursuant to Section 5311.18(C) of the Ohio Revised Code, commence an action for the discharge of the lien in the Court of Common Pleas of Clermont County, Ohio. In the action, if it is finally determined the portion of the common expenses has been improperly charged to the owner or his Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of the lien.

Section 8.7. Foreclosure. Any purchaser of a Unit in a foreclosure sale shall automatically become a Member of the Association and shall be subject to all of the provisions of this Declaration, the By-Laws, and Rules and Regulations.

When the mortgagee of a first mortgage of record or other purchaser of a Unit as a result of judicial execution acquires title to the Unit as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be solely liable for the share of the common expenses or other assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer, and any lien against such Unit shall be cancelled and voided, and shall become unenforceable. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Units, including that of such acquirer, his successors and assigns.

Section 8.8. Conveyance. Upon a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor and his Unit for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

Section 8.9. Effective Date. The terms hereof are and shall be effective from and after the date of recordation.

IX

INSURANCE AND RECONSTRUCTION

The Association, as a common expense, shall obtain for the benefit of all owners, insurance on all buildings, structures and improvements in the Common and Limited Common Areas and Facilities. However, it shall be the sole responsibility of each Unit Owner to provide insurance for all Unit improvements, recreational vehicles, and personal property of the Unit Owner.

If improvements shall suffer damage, or destruction from any cause or peril insured against and the proceeds of any policy shall be sufficient to pay the cost of repair or restoration, then such repair or restoration shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor. In the event proceeds are insufficient to pay the cost of repair or restoration, the Association, by majority vote, may elect to withdraw the property from the provisions of this Declaration and the expense of repair or restoration shall be undertaken by the Association at the expense of all the owners of Units in the same proportions in which they shall own the Common Areas and Facilities.

The Association, as a common expense shall insure itself, the Board of Trustees and officers, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities in adequate amounts as determined by the Association from time to time.

ARTICLE X

REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY

The Association may determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated, provided that, if such a determination will require an Assessment, the voting requirements Sections LA. and III.B. in the By-Laws shall be satisfied. The cost of such renewal and rehabilitation shall be a common expense. In consideration of the conveyance to the Association of his Unit, subject to such liens and encumbrances hereinafter referred to, any Unit owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within thirty (30) days after receiving notice of such vote, to receive the fair market value of his Unit, plus such owner's pro-rata share of any undistributed profits accrued to the date of such vote, less the sum of the following: the amount of the liens and encumbrances thereon as of the date such work is taken; the amount of any liens and encumbrances arising out of actions of said Unit owner filed during the period from the date of such vote and the date of conveyance; the amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association accruing prior to the date of such vote; and the amount of any common expenses accruing prior to the date of such vote, whether assessed or not assessed. In the event of such election, such conveyance and the payment of the consideration therefore, which shall be a

common expense to the Unit owners who have not so elected, shall be made within forty (40) days thereafter; and, if the owner and a majority of the Board cannot agree on the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one appointed by the Unit owner, one appointed by the Board, and the third appointed by the first two appraisers.

ARTICLE XI

REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of Chapter 5311, Ohio Revised Code. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any parts of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Clermont County, Ohio, and by him recorded. Such certificate shall be signed by the President of the Board of Trustees of the Association, who shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Common Areas and Facilities have been paid, released, or discharged, and shall also be signed by all of the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

ARTICLE XII

ANNEXATION OF ADDITIONAL PROPERTY

Section 12.1. Annexed Property. Should additional property be annexed to this condominium plan, the definitions and all other applicable terms, easements and provisions of this Declaration shall apply to it and for the benefit of such additional property, any personal property situated thereon which exists for the common use of Unit Owners, all improvements on said land, and all easements, rights and appurtenances belonging thereto.

ARTICLE XIII

REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

Section 13.1. In addition to all other rights provided in law and equity, the violation of any restriction, condition or regulation shall give the Board of Trustees the right: to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to this Declaration, the By-Laws, Rules and Regulations, and the Board of Trustees or its agents shall not be thereby deemed guilty in any manner of trespass; or to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. In any legal proceeding commenced pursuant to this

Section, the Association shall be entitled to recover its costs of enforcement, including but not limited to the costs of the legal action and its reasonable Attorney's fees.

Section 13.2. The Owner or occupier of any Unit of the Condominium Property is liable in a civil action for damages caused to any person by his failure to comply with the lawful provisions of the condominium instruments, which damages shall include the reasonable attorney's fees incurred by the party so injured (including, if applicable, the Association).

Section 13.3. If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or, provisions of the general law, this Declaration, the By-Laws, Rules and Regulations, and such violation shall continue for fifteen (15) days after notice in writing from the Board or shall occur repeatedly during anyone-year period after written notice or request from the Board to cure such violation, then the Board shall have the power to issue the defaulting owner a thirty (30) day notice in writing to terminate the rights of the said defaulting owner to continue as an Owner and to continue to occupy, use or control his Unit. Thereupon, an action in equity may be filed by the Board against the defaulting owner for a decree of mandatory injunction against the Owner and/or occupant subject to the prior consent in writing of any mortgagee having a security interest in the Unit of the defaulting Owner, which consent shall not unreasonably be withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenants, and ordering that all the right, title and interest of the Owner in the property be sold (subject to the lien of any existing mortgage) at a judicial sale, in accordance with law.

ARTICLE XIV

SALE, LEASE, RENTAL OR OTHER DISPOSITION

Any Owner shall be permitted to sell or lease his Unit. In addition, any Owner may gift his Unit to any person, and the Unit may further pass by will or by the statutes of descent and distribution applicable to any deceased Owner.

In the event any Unit Ownership or interest therein is sold at a judicial or execution sale, the purchaser at such sale shall be subject to all condominium documents.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Heirs, Successor, and Assigns. Each grantee of a Unit Owner, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictions, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at

any time any interest or estate in said land, and shall bind and inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 15.2. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 15.3. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 15.4. Rule Against Perpetuities. If any of the privileges, covenants or rights created by this Declaration shall be unlawful or void by reason of the Rule Against Perpetuities (or analogous statutory provision), the rule restricting restraints on alienation, or any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendents of Ronald Ward.

Section 15.5. Marketing. The Association may retain the right to use the offices in the clubhouse for sales purposes until all Units are sold.

Section 15.6. Limitation of Liability. Neither Developers nor their representatives, heirs or assigns shall be liable for any claim whatsoever arising out of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the By-Laws attached hereto as Exhibit D, whether or not such claim shall be asserted' by any Unit Owner, occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused; or shall arise ex contractu or ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof becoming out of repair, or by reason of any act or neglect of any Unit Owner, occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services.

Section 15.7. Notices. Notices to be given to the Board of Trustees of the Association may be delivered to any member of the Board or to the President of the Association, by certified mail, with postage prepaid, addressed to PO Box 98 New Richmond, OH 45157

Section 15.8. Section Headings. The headings to the sections herein are inserted only as a matter of convenience for reference and in no way define, limit or describe the scope or intent of this Declaration and in no way affect this Declaration.

Section 15.9. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first class condominium development.

Section 15.10. Declaration and By-Laws Amendments. The By-Laws may be amended upon the approval of a majority of a quorum, as defined by Section VI of the By-Laws attached hereto as Exhibit D, of the Unit Owners of the Association. This Declaration may be amended upon the filing for record with the Recorder of Clermont County, Ohio, a written instrument setting forth the specific amendment(s), which instrument shall have been duly executed by a Board Member upon the approval of Unit Owners exercising not less than seventy-five percent (75%) of the Voting Power of the Unit Owners of the Association, except that:

A. The Board may amend the Declaration, without a vote of the Unit Owners, in any manner necessary for any of the following purposes:

- (1) to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the federal national mortgage association, the federal home loan mortgage corporation, the federal housing administration, the veterans administration, and similar institutions;
- (2) to meet the requirements of insurance underwriters;
- (3) to bring the Declaration into compliance with of Chapter 5311, Ohio Revised Code, governing condominium associations;
- (4) to correct clerical or typographical errors or obvious factual errors in the Declaration or an exhibit to the Declaration; or
- (5) to designate a successor to the person named to receive service of process for the Unit Owners association. This may be accomplished by filing with the secretary of state an appropriate change of statutory agent designation.

B. This Section shall not be construed so as to result in a violation of any minimum percentage voting requirements as provided in Chapter 5311.01 et seq. of the Ohio Revised Code.

IN WITNESS WHEREOF, all the current Board Members of the River Pines RV Resort
Condominium Association, Inc. have executed this instrument this ___ day of _____, 20__ .

Sign here: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

State of Ohio
County of Clermont,:

BE IT REMEMBERED, That on this ___ day of _____, 20__ , before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared all the current Board Members of the River Pines RV Resort Condominium Association, Inc., who acknowledged that the signing and execution of said instrument is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and official seal this ___ day of _____, 20__ .

Notary Public

Exhibit A

LEGAL DESCRIPTION

River Pines, New Richmond

Situated in the Village of New Richmond, Clermont County, Ohio and Dandridge Military Survey No.437 and being more particularly described as follows:

Beginning at a spike in the centerline of a Service Road, said spike being northwesterly 399.7' (as measured along the centerline of New U.S. Route No.52), S. 72° 30' W. 103.2' N. 32° 22' 19" W. 308.94' and N. 26° 24' 53" W. 198.96' from the centerline intersection of New U.S. Route No. 52 and Cinti-New Richmond Road (relocated); thence, with severance lines, S. 72° 30' W. 264.06' to an iron pin and S. 25° 29' 04" E. 500.00.' to an iron pin;' thence S. 72° 30' W. 145.26' to an iron pin; thence S. 50° 48' 30" E. 239.31' to an, iron pin; thence S. 72° 30' W. 345.55' crossing Twelve Mile Creek to an iron pin in the line of Robert A. Painter; thence, with lines of said Painter, N. 45° 30' West, 923.00' to a 30' Dead Tree and N. 63° 30' West, 1109.44' to a point on the Ohio River; thence, down said River, N. 20° 27' W. 282.11' to a point comer to Cottonwood Inc.; thence, with lines of said Cottonwood Inc., S. 85° 29' East, 856.00' to an iron pin, N. 20°27" W. 444.85' to an iron pin and S. 85° 29' E. 667.18' to "an iron pin; thence, with severance lines, S. 25° 29' 04" E. 806.32' to an iron pin and N. 72° 30' E. 259.96 feet to a spike in the centerline of a Service Road; thence with the centerline of said Service Road, S. 26° 24' 53" E. 250.00' to the place of beginning and containing 35.973 acres of land, subject to legal highways and easements of record, together with two 20' wide utility easements thru grantor's land to the centerline of the above mentioned Service Road.

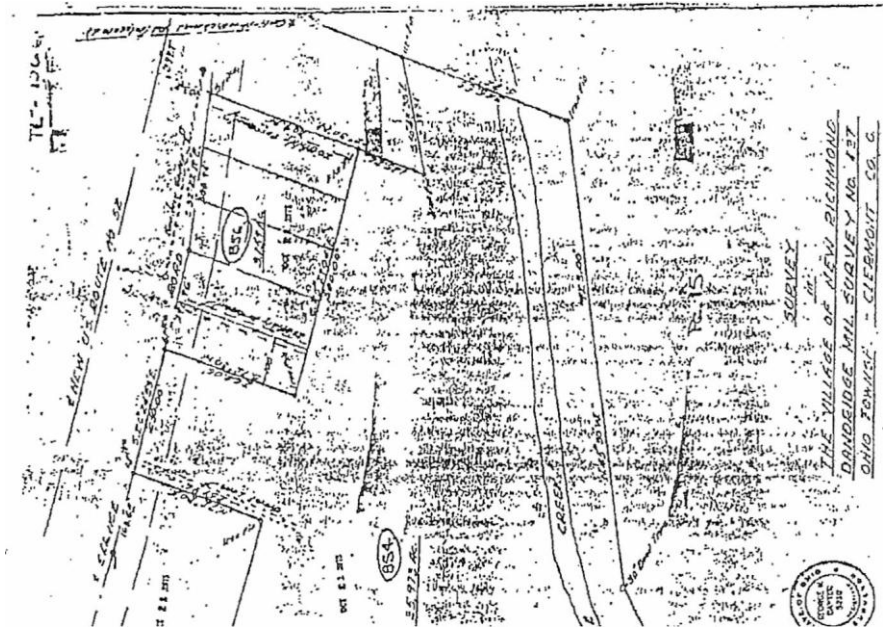
The above described real estate is a part of the same premises conveyed as recorded in Deed Book 534, Page 100 of the Clermont County, Ohio Deed Records.

Being the Result of a survey and plat dated September 1975 made by George M. Carter, Registered Surveyor No. 5210.

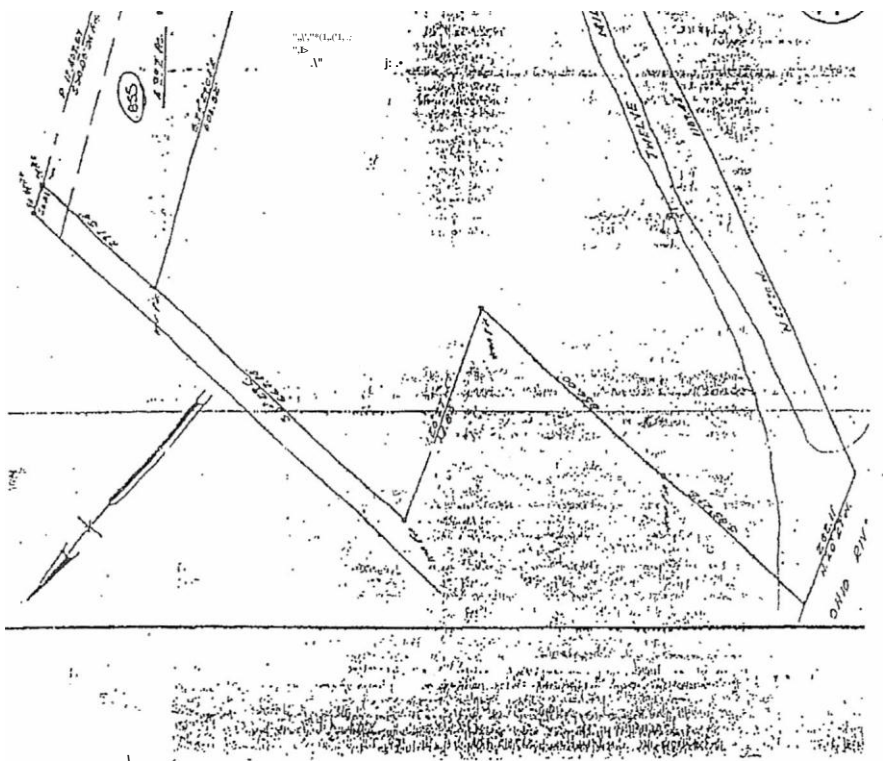
Exhibit B

CONDOMINIUM PLAT PLAN

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A.



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Exhibit C

ARTICLES OF INCORPORATION

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exhibit "C"

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Form oC-102 CorporatIort Not For Profit
Prt:scnocd by Secretary of State - AnIJulIly J. Celebreuc, Jr.

APPROVEb
FOR FILING
lly _____
Date _____
Amount _____
FOR OFFICLU.
USE ONLY

Articles of Incorporation

..oF.

RIVER PINES RV RESORT CONDOMINIUM ASSOCIATION, INC.
(Name of Corporaou) .

The undersigned, desiring to Conn a corporation, not for profit, under Sections 1702.0 Jet seq.,
Revised Code of Ohio, do hereby certify:

FIRST. The name of said corpora tion shall be .c.-Rc.;.;,V-E;;R'-Pe:;lo.Nc:ES-cR.;V...cRc:ES"QRcoT"- _____ -'.
CONDOMIN rUM ASSOC IA nON_ INC_

SECOND. The place in Ohio where the principal office of the corporation Is to be located is
VILLAGE Of AHELIA _____ C_L_ER_~_jO_N_T--: _____ County.
(City, Village or Township)

THIRD. The purpose or purposes for which said corporation is formed are:

- (a) To hold t i t l e to. common-area real estate of *the* Condominium
As soc ta t ton ; and
- (b) To promul gate and enforce **rules** and regulations w'ith respect
to sa id Condomi'n'i um Associ'ati'on; and
- (c) To perform a 11 other functfons for whtch such cor-por-at tons
may be formed rn the State of Ohi o_

FOURTH. The following persons, not more than three, shall serve said corporation until the first annual meeting or other meeting called to elect trustees.

GIVEN UNDER AND FROM THE ADDRESS

Ronald Ward, 1264 Birchview Lane, Amelia, Ohio 45102

Roberta Ward, 1264 Birchview Lane, Amelia, Ohio 45102

Lester Ward, 1264 Birchview Lane, Amelia, Ohio 45102

/s/

IN WITNESS WHEREOF, We have hereunto subscribed our names, this 1st day

ol-...d...- .. .

Marshall McCachran, Incorporator

(CORPORATION) NAME SHOULD BE PRINTED OR PRINTED BEWITH SIGNATURE

N.B. Article will be returned unless accompanied by return address.

Sec'n 1102.08, Rev'd Code.



Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of RIVER PINES RV RESORT CONDOMINIUM
(Name of Corporation)

ASSOCIATION, TNC., hereby appoint _____ RO_N_A_I_D- -WA::R:-D:77:-::: _____ to be statutory agent
(Name of Agent)

upon whom any process, notice or demand required or permitted, by statute to be served upon

the corporation may be served.

The complete address of the agent is:

P.O. Box 325

(Street)

Amelia

(City or Village)

Clermont County Ohio _____ 45102

Date: v

July 19th

~ ~ ~

(Incorporator)

Marshall McCachran

(Incorporator)

(Incorporator)

(Incorporator)

Instructions

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent on L.R.C. 1701.04(C), 1702.04(C).
- 2) The statutory agent (or a corporation) may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign corporation licensed in Ohio which has a business address in this state and is expressly authorized by its articles of incorporation to act as a statutory agent. R.C. 1701.07(A), 1702.06(A).
- 3) The agent's complete street address must be given; a post office box number is not acceptable. R.O. 1701.07(0), 1702.06(0).
- 4) An original appointment or agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(8), 1702.06(8).

B.

Department of State
The State of Ohio

Sherrod Brown
Secretary of State



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FC947-1163

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~ Certificate ~

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: _____ ARN

-----of:
RIVER PINES RV RESORT CONDOMINIUM ASSOCIATION, INC.

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

Recorded on Roll F 9 4 7 at Frome 1-1 64
of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the
City of Columbus, Ohio, this 27 day of ~,
A..D. 19--!L ..



~ ~

Sherrod Brown
Secretary of State

Exhibit D

AMENDED AND RESTATED BY-LAWS

OF

RIVER PINES RV RESORT CONDOMINIUM ASSOCIATION, INC.

The Members of the River Pines RV Resort Condominium Association, Inc. (the "Association"), have adopted the following Amended and Restated By-Laws pursuant to Chapter 5311 of the Ohio Revised Code ("Chapter 5311") and the Amended and Restated Declaration of Condominium Ownership for River Pines RV Resort Condominium dated _____ (the "Declaration"). The By-Laws are subject to Chapter 5311 and the Declaration. Terms capitalized and used as defined terms in these By-Laws, but not defined herein, have the meaning provided in the Declaration.

1. MEMBERSHIP

- D. **MEMBERS; VOTING:** The membership of the Association shall be determined and established according to Article IV of the Declaration. The Owner(s) of each Unit shall have one (1) vote on any matter properly submitted to the Membership for a vote, and if there is more than one Owner of a Unit, any such Owner may cast that Unit's vote. Multiple Unit Owners of a single Unit shall be responsible among themselves for determining how their Unit's vote is to be cast, and the Board shall have no responsibility for accepting conflicting votes from multiple Owners of the same Unit. Voting rights may be suspended as to any Unit that has unpaid assessments owed to the Association, unpaid utilities, or liens. Except as otherwise provided herein, the Board may adopt reasonable rules for the allowance of voting by absentee ballot, by proxy, or by any other legally permissible means. To the extent that the Association or the Board of Trustees owns any Units, the Board shall be deemed to be an Association Member and the Owner of each such Unit for voting purposes.
 - E. **NOTICES:** All notices to Members shall be hand-delivered or mailed to their addresses as given on the books of the Association and such mailing shall constitute presumptive evidence of service thereof. Unless otherwise provided herein, all meeting notices shall be given not less than ten (10) nor more than thirty (30) days prior to the date of the meeting that is the subject of such notice, and every meeting notice shall include a concise statement of the subject matter of any issue(s) that are intended to be presented to the Members for a vote at such meeting.
- C. **RULES AND REGULATIONS:** Subject to the provisions of this Section I(C), the

Board of Trustees of the Association shall have the authority to adopt and enforce Rules and Regulations as provided in Section III (D) hereof, defining, limiting and establishing the rights attendant to the ownership and use of Units and Common Areas and Facilities at the River Pines RV Resort Condominium Property. The adoption of the Rules and Regulations, including any amendment thereto, shall be subject to the approval of the Members of the Association, as evidenced by a vote of a majority of such Members in attendance and voting at a properly called meeting, the notice of which specifically states the purpose thereof to be the adoption or amendment of the Rules and Regulations, and which contains the proposed language of the Rules and Regulations to be adopted or amended, and the notice of which is given as required in Section I(B) hereof.

D. ANNUAL ASSESSMENT/DUES:

1. The annual dues shall be the amount set forth in the Rules and Regulations of the Association (and the initial amount set forth in the Rules and Regulations shall be \$400 per Unit Owner, payable on March 1 of each given year, beginning for the calendar year 2010), provided that the Board may present to the Membership at the Annual Meeting (or at a Special Meeting called for the purpose of adjusting the annual dues) a budget for the Association, and a proposed change in the amount of the annual dues, at which meeting the amount of the annual dues may be changed by the vote of a majority of the Members present and voting at such meeting.
2. The due date for the annual dues shall be the later to occur of March 1st of each year, or fifteen (15) days after the date upon which notice of the Assessment is provided to the Unit Owners.
3. Additional assessments may be levied in accordance with Section III herein.

E. COMMON PROFITS. The common profits of the Condominium Property shall be distributed among and the common expenses shall be charged to the Unit Owners according to their percentage interest in the Common Areas and Facilities appurtenant to their respective units.

F. ELECTRICAL METERS. All electrical meters shall be owned by the Association and not individual unit owners. The Association has the sole right to buy, monitor, and repair or replace electrical meters; provided however, that a member shall be responsible for repairing or replacing any meter damaged by that member and shall be responsible for any reinstallation fees. In addition to provisions set forth in the Declaration, if assessments or dues are not paid in accordance with these By-Laws or the Declaration, the Board may disconnect, seize and hold the meter until the assessments or dues are paid in full, and in such event the Association shall have no liability for any damages sustained by a Unit Owner as a result of the loss or

unavailability of electrical service while the meter remains disconnected.

II. MANAGEMENT

- A. **BOARD OF TRUSTEES AND OFFICERS:** The general management of the affairs of the Association shall be vested in the Board of Trustees and Officers (the "Board"), who shall be elected as provided in Section IV of these By-Laws.
- B. **PROFESSIONAL MANAGEMENT CONTRACTS:** Upon vote of a majority of a quorum, as defined by Section VII herein, of Board Members, the Board may delegate all or any portion of its authority to discharge its responsibilities to a manager or managing agent. Any such management agreement shall not exceed three (3) years (but may be renewable for additional terms, each of which shall not exceed 3 years) and shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. The Board may levy an assessment for this purpose according to the terms set forth in Section III herein.

III. DUTIES/AUTHORITY OF THE BOARD

Except as otherwise provided by these By-Laws or the Declaration, the Board shall have general charge and management of the affairs, funds and property of the Association. The Board shall carry out the purposes of the Association:

A. CONTRACTS:

- 1. The Board shall have full authority to contract with any person(s), corporations, partnerships, or other entities for the maintenance, repair, and replacement of the common areas and facilities.
- 2. The President and Secretary shall, upon being directed by the Board, sign all contracts or other instruments in writing, provided that signatory authority may also be conferred upon the Association's Manager, subject to Board approval.

B. ASSESSMENTS:

The Board's authority to levy Special Assessments as provided in the Declaration is subject to the following terms and conditions:

- 1. a Special Assessment for Improvements to the Common Areas or Facilities requires a majority vote of a quorum, as defined by Section VI herein, of the Members at a meeting held for such purpose;
- 2. a Special Assessment for reconstruction, repair, or replacement of Improvements on Association property requires a majority vote of a quorum, as defined by Section VI herein, of the Members at a meeting held for such purpose;

3. the Board may issue a Special Assessment in an amount of not greater than \$250.00 without a vote of the Members, if such amount represents the Unit Owners' distributive share of costs actually incurred for emergency repairs to the Common Areas or Facilities or to Association property;
4. the Board may issue a Special Assessment without a vote of the Members for any reason, provided however, such assessment is levied no more than once per calendar year and such assessment is not greater than \$100.00; and
5. the Board may issue a Special "Lot" Assessment against individual Members in accordance with Section 5311.081 of the Ohio Revised Code without vote of the Members.

C. MAINTENANCE, REPAIR, AND REPLACEMENT OF COMMON PROPERTY OF THE ASSOCIATION: The Board shall have general charge of the maintenance, repair, and replacement of the common property of the Association.

D. RULES AND REGULATIONS: The Board shall adopt Rules and Regulations in furtherance of its duty to carry out the purposes of the Association according to its Articles of Incorporation, By-Laws and the Declaration:

1. to determine whether the conduct of any member is detrimental to the welfare of the Association.
2. to fix the penalty for such misconduct or any violation of the rules and documents.
3. the Board may make reasonable rules:
 - a. for the conduct of Members;
 - b. for the use of the Common Areas and Facilities, and of any other Association property;
 - c. to define and limit the fishing, boating, swimming and recreational privileges of the Members and guests of Members, not inconsistent, however with anything set forth in the Articles, By-Laws and the Declaration; and
 - d. to govern any aspect of the condominium property that is not required to be governed by these By-Laws or by the Declaration.
4. Additional rules and regulations other than provided for in this Section III.D. may be adopted and amended upon a majority vote of a quorum, as defined by

Section VI herein, of the Members at a meeting called for such purpose, and it shall be the duty of the Board to enforce such rules and regulations.

- E. ENFORCEMENT OF RULES, REGULATIONS, BY-LAWS, AND DECLARATION: In addition to all other remedies at law, the Board shall have the authority to enforce the rules, regulations, By-Laws, and Declaration of the Association in accordance with Article VIII of the Declaration and in accordance with Section LF. Of these By-Laws may seize and hold electrical meters.
- F. All other powers and duties contained in the Declaration or authorized by Section 5311.081 of the Ohio Revised Code.

IV. ELECTION OF THE BOARD AND OFFICERS

- A. The Board shall consist of seven (7) members, not less than four (4) of whom are owners. The board shall be elected at a meeting held for such purpose (the "Election Meeting"), from a slate of nominees (i) submitted by a Nominations Committee appointed by the Board annually, and/or (ii) as nominated from the floor at the meeting. No member of the Association whose dues, assessments or electric are past due may be a board nominee. In the event of a vacancy resulting from the death, disability, removal or resignation of a Trustee, the vacancy may be filled by a person appointed by the remaining Trustees. If the remaining Trustees do not fill a vacancy within sixty (60) days of the date upon which the vacancy arose, the President shall call a Special Meeting for the purpose of having the Membership elect a replacement Trustee. Any appointed or elected replacement Trustee shall serve only until the next following Election Meeting, at which time the Board seat that was previously vacated shall be considered 'open' for the election of a new Trustee. The replacement Trustee appointed or elected as a replacement Trustee may be nominated and elected to the full term for such seat at such next following Election Meeting.
- B. The majority vote of a quorum, as defined by Section VI herein, of Members at the Election Meeting shall determine the winners elected to the Board.
- C. Each Trustee shall be elected for a term of two (2) years, provided that if any circumstances arise in which the election of Trustees to two-year terms would defeat the provisions of subparagraph D below, the Board shall establish reasonable terms for such election so that the requirements of subparagraph D are satisfied.
- D. Three (3) Trustee's terms will expire in even numbered years and four (4) Trustee's terms will expire in odd numbered years. In no event shall less than one-fifth of the terms of the Trustees expire annually.
- E. Officers will be selected by a majority vote of a quorum, as defined by Section VII herein, of the newly elected Trustees. An officer may be removed from office before

the end of his/her elected term upon a 75% affirmative vote of a quorum, as defined by Section VI herein, of Association Members in good standing.

F. The Trustees shall not receive compensation for Board Membership.

G. Trustees may be removed from office before the expiration of his/her elected term upon a 75% affirmative vote of Members in attendance and voting at a meeting held for such purpose. Neither voting by proxy nor by absentee ballot shall be permitted for a meeting held for the purpose of removing an elected Trustee.

V. PRIMARY DUTIES OF OFFICERS

A. The officers of the Association shall consist of a President, Vice-President, Secretary and Treasurer. If a vacancy occurs among the officers or in the Board, the vacancy shall be filled for the unexpired term by the Board.

B. In general, the PRESIDENT shall:

1. Preside at all meetings of the Association and of the Board.
2. Be a member, ex-officio of all committees.
3. Appoint Committees as he/she or the Association consider expedient or necessary.
4. Discharge such other duties and responsibilities as may be delegated to him/her by the Board.

C. In general, the VICE-PRESIDENT shall:

1. Perform the duties of the President in his/her absence.
2. Discharge such other duties and responsibilities as may be delegated to him/her by the Board.

D. In general, the SECRETARY shall:

1. Keep the minutes of the meetings of the Association and the Board.
2. Mail notices for meetings.
3. Make readily available copies of any and all minutes to the Membership upon request.
4. Maintain and update all Association records and files.

5. Discharge such other duties and responsibilities as may be delegated to him/her by the Board.
- E. In general, the TREASURER shall:
1. Keep accurate account and collect all fees, dues and charges of Members.
 2. Coordinate assignments and bill Members accordingly.
 3. Maintain all receipts and monies of the Association.
 4. Deposit monies in the name of the Association in a bank approved by the Board.
 5. Disburse funds as ordered or authorized by the Board.
 6. Keep regular account of receipts and disbursements.
 7. Submit records when requested.
 8. Provide an itemized statement at regular meetings of the Association and the Board.
 9. Sign checks and withdrawals on behalf of the Association upon any and all of the Association's bank accounts.
 10. Maintain all reports and records for the yearly audit.
 11. Discharge such other duties and responsibilities as may be delegated to him/her by the Board.

VI. ASSOCIATION MEETINGS

- A. **QUORUM:** As provided by Section 5311.08 of the Ohio Revised Code, the Association Members present, in person or by proxy, when action is taken during a meeting of the Association, shall constitute a quorum.
- B. **ANNUAL MEETING:** An Annual Meeting of the Association Members will be held on any Saturday of the month of July. Notice of the time of holding the Annual Meeting shall be mailed to each member at least ten (10) days previous thereto. The Annual Meeting shall be held at the park or as otherwise instructed in the notice mailed to each member.
- C. **SPECIAL MEETINGS:** Special Meetings of the Members may be called by the President at any time on his/her own initiative or by the President or Secretary upon request of five members to such officer made in writing.

Notice of special meetings shall be mailed to each member at least ten (10) days previous to the meeting and at such special meetings there shall only be considered such business as is specified in the notice of the meeting.

D. VOTING:

1. Except as otherwise provided for in these By-Laws or in the Declaration, any issue which requires a vote of the members shall be approved upon a majority vote of a quorum of Members present at a meeting.
2. All issues voted on by the Association Membership and Board Member elections will occur at an Association meeting, either Annual or Special.
3. Items that will be voted on must be included in the Notice of the Meeting mailed to each member at least ten (10) days previous to such meeting.
4. Proxies shall be provided with the notice of the Meeting that provide any member not attending such meeting the ability to assign their right, as a voting member, to any other Association Member in good standing, according to the relevant proxy restrictions contained in the By-Laws or Declaration.

E. **PROXIES:** Except as otherwise provided herein, at Association meetings, a Member may vote by written proxy executed by the Member or the Member's attorney-in-fact. The written proxy must contain the name of the Member, the name of the person authorized to vote by proxy for such Member, the Unit number(s) or address(es) of the Unit(s) owned by the Member, and the number of votes which the Member is entitled to cast.

F. ORDER OF BUSINESS:

At all meetings of the Association, the order of business shall be as follows. The order of business may be changed from time-to-time as deemed necessary or expedient based on the circumstances of individual meetings:

1. Members attending shall sign the log for each Unit owned.
2. Reading of minutes of immediate prior meeting for information and approval.
3. Reading of Treasurer's report for information and filed for audit.
4. Reports of committees.
5. Unfinished Business.
6. New Business.

7. Adjournment.

VII. BOARD MEETINGS:

- A. QUORUM: A majority of the then current number of Board Members shall constitute a quorum, provided that if there are fewer than seven (7) Board Members, three (3) Members shall constitute a majority.
- B. NOTICE: Meetings of the Board shall be called by the President on his/her own initiative whenever in his/her judgment it may be deemed necessary, or by the Secretary upon request of any two Board Members. Five (5) days notice of meetings of the Board shall be sent by mail to all Board Members, and shall be deemed sufficient notice of such meetings.
- C. ACTION WITHOUT A MEETING: Board Members may take action without a meeting by unanimous written, fax, text or email consent.

VIII. CODE OF CONDUCT AT ASSOCIATION AND BOARD MEETINGS:

- A. Except as otherwise established by these By-Laws and the Declaration, all Association and Board meetings shall be conducted according to Robert's Rules of Order, as may be amended from time to time.
- B. Participants should arrive on time for meetings and stay for the duration of the meetings.
- C. Participants will only speak at the invitation/recognition of the President, or other officer presiding over the meeting in the President's absence.
- D. All individuals participating in meetings shall be treated with dignity. There will be no tolerance for abuse, the use of derogatory remarks, personal insults, threats or any other form of discrimination, unruliness, or violence.
- E. The Board is authorized to obtain and reasonably compensate a sergeant-at-arms to enforce the above provisions of this Section VIII. If the President, or other officer who presiding over the meeting in the President's absence, believes that a participant is in breach of this Section VIII, he or she may request the individual to leave the meeting and may instruct the sergeant-at-arms to escort the individual out of the meeting. Any individual who is requested to leave, or who is escorted from, a meeting shall be suspended from further participation in that meeting, including voting, but may participate in future meetings according to the rules provided in this Section VIII.

IX. AMENDMENT TO BY-LAWS:

- A. These By-Laws may be amended in accordance with Section 15.10. of the Declaration.
- B. In all respects, such amendment shall be in accord with the requirements of Section 5311.08, Ohio Revised Code

X. GENERAL PROVISIONS:

- A. **SUPREMACY OF THE DECLARATION:** If any provision contained herein in these By-Laws should conflict with provisions contained in the Declaration, the terms of the Declaration shall control.
- B. **COUNTERPARTS:** These By-Laws may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

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End of By-Laws

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