

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

**RECITALS**

- A. Legal Description of Real Estate.** The legal description of the real property subject to this plan for condominium ownership (“**Property**” and sometimes “**Condominium Property**”), as required to be included in this Declaration by Ohio Revised Code (“**ORC**”) §5311.05(B)(1), is set forth in Exhibit “A” attached hereto and made a part hereof.
- B. Name of Condominium.** As required by ORC §5311.05(B)(2), the name by which this condominium development shall be known is River Pines RV Resort Condominium.
- C. Purposes of Condominium.** The purpose or purposes of the Property and the Units situated thereon, all of which are required to be stated in the Declaration by ORC §5311.05(B)(3), are as follows: to provide for the preservation of values of Units which are erected upon the Property and for the preservation of the values of the Common Elements as defined herein; to provide for sale of fee simple title to the individual condominium Units; to promote the benefits and well-being of the Owners of and residents upon said real estate; and to provide for their enjoyment of ownership and occupancy. To accomplish the aforesaid purpose, the real estate described in Exhibit “A” is hereby subjected to the following condominium plan and to the covenants and restrictions set forth herein.
- D. Restrictions Upon Use.** The restrictions upon the use or uses of the Property and the Units situated thereon, as required by ORC §5311.05(B)(3) to be stated in the Declaration, are set forth throughout this Declaration, particularly in Article VI.
- E. Condominium Not a Subdivision.** As provided in ORC §5311.02, neither the submission of this real estate to the provisions of the Ohio condominium statutes, nor the conveyance or transfer of ownership of any Unit, shall constitute a subdivision within the meaning of, or be subject to, ORC §711, which deals with the subdivision and platting of real estate.
- F. Drawings Required by Ohio Law.** As further described in Exhibit “C”, the plot plan and drawings required by Ohio law (“**Drawings**”) were recorded with the Declaration and Amendments thereto, and are hereby incorporated by reference and made a part hereof. The Drawings will be identified and referred to in subsequent sections of this Declaration. They constitute the set of drawings required by ORC §5311.07 and, taken together, show

graphically all the particulars of the Condominium Property, including, but not limited to, the layout, location, designations, and dimensions of each Unit and the layout, location, designations, and dimensions of the Common Elements and Limited Common Elements insofar as is graphically possible. Said Drawings also show the location of the Common Elements, locate and describe the Common Elements in relation to the various Units, and depict the immediate Common Elements or Limited Common Elements to which each Unit has access, all as required by ORC §5311.05(B)(5). In addition, the Drawings show graphically that each Unit has a direct exit to a public street or highway or to a Common Element leading to such a public street or highway, as required by ORC §5311.03(C). Accordingly, each residential Unit shall have a designated street number. Said Drawings were prepared by bear the certified statements of George M. Carter, Professional Surveyor #5210 and Christopher I. Brown, Professional Engineer #048051, as required by ORC §5311.07.

## **ARTICLE I DEFINITIONS**

As used in this Declaration or in any amendment to it, the following words shall have the meanings set forth below, and, except as specifically provided herein, this Declaration and the condominium plan established by it shall be interpreted according to the definitions set forth in this Article.

**Section 1.1. Articles of Incorporation.** The Articles of Incorporation created and govern the non-profit corporation constituting River Pines RV Resort Condominium Association, Inc. and are filed with the Secretary of the State of Ohio.

**Section 1.2. Assessment.** That portion of the common expenses or other charges that the Board of Directors determines are to be paid by each Owner.

**Section 1.3. Association.** River Pines RV Resort Condominium Association, Inc., its successors and assigns, an Ohio non-profit corporation, which shall mean, refer to, and include, as provided in ORC §5311.01(1), the organization of all the Owners of Units in the Property, which organization administers the Property. This association shall be named River Pines RV Resort Condominium Association, Inc. (“**Association**”).

**Section 1.4. Board of Directors.** Individuals elected by the Members (Owners) of the Association, as herein provided, to manage the Association, and herein referred to as the Board of Directors, as required by ORC §5311.08(B)(1).

**Section 1.5. By-Laws.** The By-Laws of the Association, as amended from time to time, providing for the administration, duties, and management of the Association, which are attached hereto as Exhibit “B.”

**Section 1.6. Common Elements.** The land described in this Declaration as Common Elements, and all other areas, facilities, places, and structures which are not part of a Unit; and all present and future improvements thereon, including, but not limited to:

- A. The electric meters that serve each Unit, regardless of their location;
- B. Clubhouse building;
- C. Pavilion;
- D. Swimming pool;
- E. Recreational Facilities (including but not limited to the exercise room, children’s playgrounds, basketball courts, horseshoe pits, shuffleboard courts, volleyball courts, stocked fishing lakes, and any other recreational facility added to the Condominium Property for the common use of the Owners);
- F. Laundry facilities;
- G. Restrooms and showers located on the Common Element land and existing for common use;
- H. Temporary parking areas;
- I. Boat ramps and slips;
- J. Storage spaces;
- K. Installations of central services serving more than one Unit, such as power, water, sewer, mechanical, electrical, plumbing service, and other utility equipment, systems, lines, pipes, wires, and conduits (except those which are a part of any Unit referred to in Section 2.2. below);
- L. Tanks, pumps, motors, fans, compressors, ducts, and generally all apparatuses and installations existing for common use;

- M. Any structures and any equipment and facilities located on the Common Element;
- N. Appliances, equipment, fixtures, and forms of personal property situated on the Common Elements that is used in common by the Owners;
- O. 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 designated as Common Elements in this Declaration or on any Exhibit attached hereto;
- P. All land not included as part of a Unit defined in this Declaration, and all rights and easements benefitting such land.

**Section 1.7. Limited Common Elements.** Areas/facilities that are Common Elements but which are reserved for the use of a certain Unit or Units to the exclusion of the other Units. The Limited Common Elements are further described in Article II, Section 2.7 below.

**Section 1.8. Common Expenses.** Those expenses designated as common expenses in ORC §5311 and this Declaration, including, but not limited to:

- A. Maintenance, management, operation, repair, and replacement of the Common Elements;
- B. Maintenance, management, repair, and replacement of any Limited Common Element and any parts of Units which, pursuant to this Declaration, is the responsibility of the Association to maintain, repair, and replace;
- C. Management and administration of the Association, including, without limitation, compensation paid by the Association to managing agents, accountants, attorneys, contractors, vendors, and employees;
- D. Any other expenses determined from time to time to be common expenses by the Board of Directors.

**Section 1.9. Condominium Instruments.** This Amended and Restated Declaration and accompanying exhibits, drawings, and plans; the By-Laws of the Association and any amendments thereto; the Articles of Incorporation; any contracts pertaining to the management of Condominium Property; and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Units therein, including Rules and Regulations adopted by the Board of Directors.

**Section 1.10. Condominium Property.** The land described in Exhibit “A” attached hereto, which is the total of all real estate, buildings, rights, and interests submitted to the provisions of ORC §5311, and any annexations or acquisitions of other land, easements, or property of a similar type that is brought within or into the jurisdiction of this Condominium Plan, including personal property and improvements thereon.

**Section 1.11. Declaration.** This Amended and Restated Declaration of Condominium.

**Section 1.12 Eligible Mortgagee.** Any holder, insurer or guarantor of a first mortgage on any Unit that has made written request to the Association (listing its name and address and the Unit number or address of the Unit on which it has or insures or guarantees the mortgage) for timely written notice of all notices permitted or required by this Declaration or the By-Laws to be given to the Owner whose ownership in said Unit is subject to such mortgage, even if such Owner has waived the right to receive such notice.

**Section 1.13. Exclusive Use Areas.** Any portion of the Common Elements that this Declaration reserves for delegation by the Board of Directors to the use of a certain Unit or Units, to the exclusion of other Units. The storage spaces are specifically “Exclusive Use Areas.”

**Section 1.14. Required Eligible Mortgagee Vote.** The prior written consent of at least fifty-one (51%) of the Eligible Mortgagees. This vote is required before the Association may take actions or execute amendments that are of a material adverse nature to Eligible Mortgagees, as provided herein.

**Section 1.15. Unit.** Those parts of the Condominium Property described in Article II below and shown in the drawings attached hereto which are subject to individual ownership. For reasons that will be further detailed in Article II below, Units are sometimes referred to as “Lots” and that term is hereby interchangeable with the term “Unit.”

**Section 1.16. Unit Owner/Owner.** Any person or entity that owns a Unit at River Pines RV Resort Condominium. Unit Owners are referred to as “Owners.”

## **ARTICLE II DESCRIPTION AND DIVISION OF PROPERTY**

**Section 2.1. General Description of Condominium Property.** The Condominium Property consists of a tract of 35.973 acres of land and includes the Units and all Common Elements. The Condominium Property is unique from other condominiums because: (1) it is an RV Park, which makes it a “campground” within the meaning of Ohio law and is therefore subject to certain applicable provisions of the ORC and the Ohio Administrative Code; (2) it is located in the flood

zone of the Ohio River and therefore is subject to regulations promulgated by the Federal Emergency Management Agency (“FEMA”) (3) it is only for temporary habitation and recreational use auxiliary thereto and therefore is not intended or able to be used for permanent residences by the Unit Owners; and (4) the Units, as further described below, are not enclosed spaces contained within any structure, but rather consist of parcels of land (lots) intended for the parking of recreational vehicles (also known as “RVs”) and campers. If the option is available in the future, the Board of Directors may in its reasonable discretion pursue an exception or variance allowing for the removal of the Condominium Property from the statutory and administrative “campground” regulations that apply to it.

**Section 2.2. Description of Units.** As required by ORC §5311.03(A), each Unit, together with its undivided interest in the Common Element, shall for all purposes constitute real property and shall be deemed real estate within the meaning of all provisions of the ORC. Each Unit consists of a defined, numbered physical parcel of land on the Condominium Property, ranging from Lot 1 through Lot 280, designed and designated solely for the parking and use of a recreational vehicle (RV) thereon, including the right to make exclusive use of the utility hookups thereon. Units range in size from 2,401 to 10,477 square feet, as shown on the Drawings. Each Unit includes a 1/280<sup>th</sup> (0.3571%) interest in the Common Elements. Each Unit has a direct exit to that part of the Common Elements leading to a public street as shown on the Drawings. Each Unit includes, without limitation:

- A. All of the space bounded by the lot lines as shown on the Drawings; all vegetation and landscaping therein; all fixtures therein; all utility and service lines therein; and all mechanical, electrical, plumbing and all other equipment and systems therein which are installed for the sole and exclusive use of the Unit. Notwithstanding the foregoing, any electric meter contained within a Unit is a Common Element and is not part of a Unit; however, all attachments and lines connected to such electric meter, starting at the point of connection to the meter, are part of the Unit.
- B. The exclusive right to park a recreational vehicle on the Unit and the right to exclusive possession, use, and enjoyment of the Unit, in accordance with this Declaration and all amendments thereto, all applicable laws, and the Rules and Regulations of the Association.

**Section 2.3. Regulation and Use of Units.** The Association, acting through the Board of Directors, has the right to regulate the use, occupancy, maintenance, repair, replacement, modification, and appearance of the Units when the actions regulated by such rules affect the Common Elements or other Units. This power is specifically included but is not limited to all power necessary to further the administration of the Condominium Property in conformity with

all applicable federal, state, and local regulations that apply to it by virtue of it being a RV Park/Condominium located within a federally designated flood zone, and to ensure that the Condominium Property is only used as contemplated by this Declaration. This power includes but is not limited to mandating the winterizing and flood preparation of a Unit, which at a minimum requires the securing of items, lifting of jacks attached to RVs and campers or complete removal of RVs and campers, and disconnection of utilities. This power also includes the ability to mandate the spacing of items in a Unit from the boundary lines of the Unit and the parking of vehicles in a Unit as necessary to comply with all federal, state, and local regulations that apply to the Condominium Property.

**Section 2.4. Description of the Common Elements.** A specific description of the Common Elements is in part contained in the definition of “Common Elements” set forth above in Article I. As required by ORC §5311.04(A), the Common Elements are 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 Elements shall be maintainable, except as specifically provided in this Declaration, nor may any Owner waive or release any rights in the Common Elements. Each Owner is entitled, as provided in ORC §5311.03(B), to ownership of an undivided interest in the Common Elements in such percentage as is expressed in this Declaration. In accordance with ORC §5311.04(C), this percentage of interest shall not be altered except by an amendment to the Declaration unanimously approved by all Owners. Further, the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the deed, mortgage, lease or other instrument of conveyance or encumbrance.

**Section 2.5. Percentage Interest in the Common Elements.** Under the provisions of ORC §5311.04(B), the percentage of interest owned and held in the Common Elements by the Owner of each Unit shall be 0.3571%, or 1/280. This interest exists regardless of the size of the Unit.

[ Insert chart from original Declaration prior to recording ]

**Section 2.6. Regulation of Use and Management of Common Elements.** No person shall use the Common Elements contrary to such Rules and Regulations as may be adopted by the Board of Directors. Subject to the provisions of the Declaration, the By-Laws and the Rules and Regulations, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere, or impede with the use thereof by the other Owners. The Association, by its Board of Directors, shall have the power, but not the obligation, to promulgate and enforce Rules and Regulations limiting the use of the Common Elements by the members of the Association and their respective families, guests, tenants, invitees and servants, as well as to provide for the exclusive use by a Unit Owner and his/her family, guest, permitted lessees, invitees and heirs and assigns for specific occasions, of recreational areas or other similar facilities. Such exclusive use

may be conditioned, upon among other things, the payment by the Unit Owner of a user fee as may be established by the Association for the purpose of defraying the costs thereof.

**Section 2.7. Description, Use, and Regulation of Limited Common Elements.** The Limited Common Elements are those areas or facilities that are part of the Common Elements but which are located solely within the bounds of a Unit and are restricted to the use of the Owner(s) of the Unit(s) to which said areas/facilities are appurtenant. The Limited Common Elements include but are not limited to electrical (other than light poles and electric meters), plumbing, and utility lines, pipes, conduits, wires, and other connections or fixtures which are located outside the bounds of a Unit and thus part of the Common Elements but which are entirely for the benefit of or which serve one Unit. Ownership of a Unit includes an exclusive right to use such Limited Common Elements, subject to any Rules and Regulations promulgated by the Board of Directors. The electrical meters contained within the Units, however, are not Limited Common Elements, but are rather Common Elements.

### **ARTICLE III UNIT OWNERS' ASSOCIATION**

**Section 3.1. Membership.** The Association, known as River Pines RV Resort Condominium Association, Inc., shall administer the Condominium Property, subject to the provisions of the Condominium Instruments and O.R.C. Chapter 5311. Each Unit Owner, upon acquisition of title to a Unit shall automatically become a member (“**Member**”) of the Association, and no party other than a Unit Owner shall be a Member of the Association. Such membership shall terminate upon the sale or other disposition by such Member of their Unit ownership, at which time the new Owner of such Unit shall automatically become a Member of the Association and be subject to the Condominium Instruments, whether they have had notice of them or not. Within thirty (30) days after an Owner obtains a condominium ownership interest or within thirty (30) days after the date upon which this Amendment is recorded, the Owner shall provide the following information in writing to the Association through the Board of Directors:

- A.** The home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all occupants of the Unit;
- B.** The name, business address, and business telephone number of any person who manages the Owner’s Unit as an agent of that Unit Owner.



Within thirty (30) days after a change in any information required to be provided herein, a Unit Owner shall notify the Association, through the Board of Directors, in writing of the change. A Unit Owner shall verify or update the information as the Board of Directors requests.

**Section 3.2. Voting Rights.** Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members of the Association. However, each Unit is entitled to a total of only one vote in the Association. As required by ORC §5311.22(B), fiduciaries and minors who are Owners of record of a Unit or Units may vote their respective interests as Unit Owners. If two or more persons, whether fiduciaries, tenants in common, or otherwise, own undivided interests in a Unit, each may exercise such proportion of the voting power of all Owners of his Unit which is equivalent to his proportionate interest in the Unit, but in no event shall more than one vote be cast with respect to any Unit.

**Section 3.3. Service of Process.** The person to receive service of process for the Association shall be as designated by the Board. This designation may be accomplished by filing with the Secretary of State an appropriate change of statutory agent designation.

**Section 3.4. Board of Directors and Officers.** The Board of Directors and Officers of the Association, elected as provided in the By-Laws of the Association, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Condominium Instruments and ORC §5311, and ORC §1702.10. If any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an Officer or Member of the Board solely in their capacity as an Officer or a Member of the Board, they shall be deemed to act in such capacity to the extent required to authenticate their acts and to carry out the purposes of this Declaration and the By-Laws.

**Section 3.5. Purchase of Real Property.** The Association may purchase, hold title to, and sell real property that is not declared to be part of the Condominium Property with the approval of the Unit Owners who exercise not less than seventy-five percent (75%) of the voting power of the Association and with the authorization of the Board of Directors. Expenses incurred in connection with any such transaction are Common Expenses.

**ARTICLE IV.  
MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS, AND  
IMPROVEMENTS**

**Section 4.1. Responsibility of the Association.** Except as may be otherwise provided herein, the Association is responsible for the management, maintenance, repair, alteration, and improvement of all Common Elements.

**Section 4.2. Management of Condominium.** The Association shall fulfill its responsibilities by either providing for self-management or by entering into a management contract with a management company.

**Section 4.3. No Personal Liability of Board Members and Officers.** Nothing contained in the Condominium Instruments shall be construed so as to impose personal liability upon any Member of the Board of Directors or any Officer of the Association, acting their capacity as Board Member or Officer, for the maintenance, repair and/or replacement of any Unit or of any part of the Common Elements, or give rise to a cause of action against any of them. None of the Board Members or Officers shall be liable in their capacities as such Board Members or Officers for damages of any kind, other than damages from their own willful misconduct or bad faith. The Association shall indemnify every Board Member and Officer against such liability, other than willful misconduct or bad faith, with insurance coverage which shall be paid for by the Association.

**Section 4.4. Responsibility of Unit Owners.** The Owner's obligation to maintain, repair or replace the items set forth in this Section are applicable whether or not such items are part of such Unit Owner's Unit, the Common Element, or the Limited Common Elements for such Unit. The responsibility of each Unit Owner shall be as follows:

- A. To maintain, keep in good order, repair, and replace at their expense all portions of their Unit and all improvements and installations therein, including any vehicles parked in the Unit;
- B. To maintain, replace and repair all Limited Common Elements reserved for the exclusive use of their Unit;
- C. To attempt through a professional to ascertain and clear potential clogs from the sewer line that serves their Unit exclusively prior to expecting the Association to inspect and ascertain the main sewer line.
- D. To perform their responsibilities in such manner so as not unreasonably to disturb other occupants of the Condominium Property.

- E. To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association or with another Unit Owner.

The foregoing responsibilities of each Owner include, without limitation thereto, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear of Units and Limited Common Elements.

**Section 4.5. Unit Owner's Failure to Maintain.** The Board of Directors may enter upon a Unit or any land to perform maintenance or make repairs thereon which is the responsibility of a Owner who has failed to perform such maintenance or make such repairs (i) after having given such Owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

**Section 4.6. Repairs to Common Elements Necessitated by Unit Owner's Acts.** Each Owner shall be deemed to agree by acceptance of delivery of a deed to a Unit, to repair and/or replace at their expense all portions of the Common Elements which may be damaged or destroyed by reason of their own intentional or negligent act or omission, or by the intentional or negligent act or omission of any invitee, tenant, licensee, family member or guest of such owner or of such tenant, invitee or licensee, including, but not limited to, any repairs necessary which result from damage incurred by pets or vehicles owned by the Owner, or owned by any guest, invitee, tenant or licensee of such Owner.

**Section 4.7. Construction Defects.** The obligation of the Association and of the Unit Owner to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property.

**Section 4.8. Effect of Insurance or Construction Guarantees.** Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or their obligation hereunder.

**Section 4.9. No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to their ownership in a Unit without including therein both their interest in the Unit and their corresponding percentage of ownership in the Common Elements, it

being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a purchaser of a Unit, description by Unit number and reference to this Declaration and to the Drawings, and to any amendments thereof, shall be adequate to convey the fee simple title thereto together with the percentage interest in and to the Common Elements.

## **ARTICLE V EASEMENTS**

**Section 5.1. Maintenance Easements.** Each Owner shall be subject to easements for access arising from necessity of maintenance, emergency, or operation of the Condominium Property.

**Section 5.2. Lateral and Subjacent Support.** Every Unit and every part of the Common Elements shall have an easement for lateral and subjacent support from every other Unit and all other parts of the Common Element.

**Section 5.3. Easements for Utilities.** Each Unit will be burdened by an easement in favor of the Association on, over, under, through and across the Condominium Property to construct, install, erect, place, locate, relocate, maintain, repair, replace, reconstruct, use, and operate such pipes, conduits, wires, fixtures, and appurtenances as are necessary or desirable to provide adequate systems for supply of electricity, water, gas, sewage disposal, storm and surface water drainage and disposal, telephone, lighting, communications, and any other utility facilities or quasi-utility services to the Condominium Property; and each Owner by acceptance of delivery of a deed to a Unit, hereby grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing. The Association may assign these easement rights to any public utility or quasi-public utility companies.

Each Owner shall have the permanent right and easement to and through the Common Elements and to and through other Units for the use of water, sewer, electrical, and other utilities now or hereafter existing within the Common Elements and/or such Units.

**Section 5.6. Easements to Run With Land.** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Association and any Owner, purchaser, mortgagee and other person now or hereafter having an interest in the Condominium Property, or any part or portion thereof, and their respective successors, assigns and heirs.

**Section 5.7. Reference to Easements in Deeds.** Reference in the respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees in said instruments as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such instruments.

**Section 5.8. No Impairment.** No Owner shall impair any easement that exists upon their Unit without first obtaining the written consents of the Association and of the Owner or Owners for whose benefit such easement exists.

## **ARTICLE VI COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

The following covenants, restrictions, conditions, and limitations as to use and occupancy which shall run with the land shall be binding upon each Owner, their family members, guests, invitees, tenants, licensees, heirs, executors, administrators, successors and assigns.

**Section 6.1. Purpose of Condominium Property.** The Condominium Property exists for the purpose of providing a recreational vehicle park in which fee simple interests in parcels of land, known as Units, may be conveyed for the parking of recreational vehicles and for recreational purposes auxiliary thereto. No Unit shall be used for any purpose other than that of parking and occupying a recreational vehicle and purposes customarily incidental thereto.

**Section 6.2. Additional Restrictions Imposed by Association.** The specific use restrictions listed below shall not bar the Association from making rules and regulations which place additional use restrictions on the Condominium Property. This includes the power to place additional rules and regulations on the Units in accordance with Article II, Section 2.3 above. The intent of empowering the Association to make such rules and regulations is to further the conformity of the Condominium Property with any applicable federal, state, or local laws, ordinances, and regulations; to preserve the character of the Condominium Property as a recreational RV resort for non-permanent residence and use of parking recreational vehicles and recreational purposes auxiliary thereto; and to minimize the potential for disruptions, crime, and noxious activity that may be drawn to the Condominium Property as a result of its physical attributes and location.

**Section 6.3. RV Park/Campground Classification.** The Condominium Property is an “RV park” which places it under the definition of a “campground” under Ohio law. Accordingly, the Condominium Property is open for use only during certain months of the year in conjunction

with recreational vehicle and camper activities, as provided by the Rules and Regulations of the Association, and is not available for occupation as a permanent residence. Furthermore, the Condominium Property is subject to certain applicable provisions of the ORC, Ohio Administrative Code, and FEMA regulations, thereby requiring the Association to impose rules and regulations on Owners to ensure compliance with all applicable federal, state, and local laws, regulations, and ordinances.

**Section 6.3. No Permanent Residence.** No one shall utilize any part of the Condominium Property as a permanent residence and no one shall use any part of the Condominium Property as a permanent address for any purpose.

**Section 6.4. No Business Use.** Except as may be otherwise allowed by the Board of Directors and except for activities in connection with operating the Association, no business, trade, industry, occupation, or profession of any kind, whether for profit or not for profit, may be conducted, maintained, or permitted on any part of the Condominium Property. To the extent permitted by law, an Owner may use a portion of their Unit for an office or studio (other than a music and/or dance studio) provided that the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant; and provided further that such activities do not increase the normal flow of traffic of individuals in and out of the Condominium Property or in and out of said Owner's Unit.

**Section 6.5. Structures.** No person shall be permitted to place any permanent structure within a Unit, except that upon obtaining the prior written consent of the Association, an Owner may erect the following: one small one-story storage shed of no more than 100 square feet in size; and one carport, the walls of which must not descend from the gutter lines more than three feet and the gables of which must be closed in and flush with the sides. Such prior written consent shall be obtained by submitting to the Board plans reflecting the shape, size, dimensions, location, materials, and color scheme of such shed. The Board may require and provide a specific architectural request form to be used for such submissions.

No one shall erect any additional and/or accessory structures or other improvements of any nature whatsoever upon the Common Elements unless the same is approved in writing in advance by the Association.

**Section 6.6. Obstruction and Alteration of Common Elements.** There shall be no storage or parking of any items, including baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, or chairs in any part of the Common Elements, except as permitted by the Rules and Regulations. Nothing shall be altered or constructed in or removed from the Common Elements except as otherwise provided in this Declaration and except upon the written consent of the Association. No person shall engage in the distributing of any materials on any portion of the

Common Elements without the prior written consent of the Association. Additionally, no person shall engage in any demonstration on any portion of the Common Elements, including but not limited to picketing of any Unit or any facilities which comprise the Condominium Property, marching on the Common Elements, carrying signs, or gathering for the purpose of demonstrating, without the prior written consent of the Association.

**Section 6.7. Parking and Streets.** Due to the recreational nature and layout of the Condominium Property, the Board has the power to restrict and regulate the parking and use of automobiles, inoperable vehicles, trucks, watercraft, golf carts, and recreational vehicles in and on all parts of the Condominium Property. The Board may enforce such restrictions, rules, and regulations by levying fines, having vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate and in accordance with Ohio law. In addition to any such restrictions, rules, and regulations promulgated by the Board, the following restrictions apply:

- A. No one may park any vehicle or watercraft of any kind on the streets at any time. Any such vehicles or watercraft parked on a street will result in said vehicle or watercraft being towed and the cost of towing will be assessed against the Unit associated with the vehicle or watercraft as an Individual Unit Assessment. In the event that fire and emergency personnel are impeded in carrying out their duties as a result of any vehicle or watercraft being parking on a street, or if any governmental authority issues a fine against the Association as a result of a vehicle or watercraft being parked on a street, any resulting cost and/or fine incurred by the Association shall be assessed against the Unit associated with the vehicle or watercraft as an Individual Unit Assessment.
- B. No one shall park any vehicle or watercraft in such a way as to block access to or from a driveway utilized by any other Owner.

**Section 6.8. Compliance with Insurance Policies and Waste.** Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance on any part of the Condominium Property without the prior written consent of the Association. No Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on any part of the Condominium Property or the contents thereof. No waste shall be committed upon the Common Elements or Limited Common Elements. If any violation of this provision results in the Association paying an increased rate of insurance or suffering the cancellation of insurance, the Association shall have the right to levy an Individual Unit Assessment against the Owner of the Unit which gave rise to such increase or cancellation. Such Individual Unit Assessment shall be in an amount to reimburse the Association for any fiscal injury it suffers as the result of such violation and it may also include a reasonable enforcement assessment to be determined in the discretion of the Board.

**Section 6.9. Compliance with Applicable Laws.** Nothing against any applicable federal, state, or local law or ordinance shall be done or kept in any Unit or on the Common Elements. All Owners, their family members, guests, invitees, tenants, licensees, heirs, executors, administrators, successors, and assigns shall ensure their compliance with all applicable laws, which specifically include but are not limited to the ORC, the Ohio Administrative Code, FEMA regulations, and fire codes. If any violation of any law by any above-described person or entity results in the Association being held responsible for such violation, whether through a fine or any other punishment, the Association shall have the right to levy an Individual Unit Assessment against the Owner of the Unit from which such violation occurred. Such Individual Unit Assessment shall be in an amount to reimburse the Association for all costs incurred in addressing such violation, including but not limited to any fines levied against the Association, costs to remedy the violation, court costs, and legal fees; and it may also include a reasonable enforcement assessment to be determined in the discretion of the Board.

**Section 6.10. Structural Integrity.** Nothing shall be done within any Unit or in or on the Common Elements of Limited Common Elements which shall impair the structural integrity of any building, structure, or improvement. No construction shall be commenced, directed or maintained upon the Condominium Property, nor shall any exterior addition to or change or alteration therein be made, except by the Association, until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing by the Association. Nothing in this Section shall be deemed to authorize any construction on, addition to, or change in the Condominium Property.

**Section 6.11. Nuisances.** No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other occupants.

**Section 6.12. Signs.** No signs of any kind shall be displayed on the Condominium Property except for the following: (1) those on the Common Elements that the Association posts regarding and regulating the use of the Condominium Property; (2) those posted on the Common Element to advertise a Unit, RV, or watercraft for sale or rent, pursuant to the prior written approval of the Association; and (3) one professionally prepared sign of not more than 4 square feet advertising a Unit, RV, or watercraft for sale or rent, provided it is placed on the interior side of the window of the RV or watercraft within the Unit.

**Section 6.8. Animals and Pets.** No livestock, poultry, or animals of any kind shall be raised, bred, or kept in any Unit or in the Common Element, except that dogs, cats, or other household pets may be kept in the Units, subject to the Rules and Regulations and provided that such animals are not kept, bred, or maintained for any commercial purpose. Dogs, cats, or other household pets may only be brought outside the confines of the Owner's Unit if they are



restrained by a leash in hand of the person attending the animal. Owners shall be responsible for cleaning up after their household pet. Notwithstanding the above, the Association shall have the right to promulgate Rules and Regulations pertaining to the size, number, and type of such household pets and to levy fines and enforcement charges against persons who violate this provision or any Rules and Regulations applicable to pets. Additionally, the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board of Directors in its full and complete discretion determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium Property, other Units, or occupants.

**Section 6.13. Laundry, Rubbish, and Open Fires on Condominium Property.** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung or exposed within a Unit for longer than the amount of time reasonably expected for such articles to dry. No such items shall be hung or exposed any part of the Common Elements at any time. The Condominium Property shall be kept free and clear of rubbish, debris and other unsightly materials. All trash, recyclables, and other rubbish shall be deposited only in covered sanitary containers as directed by the Association. No open fires shall be permitted on any part of the Condominium Property, except that fires in charcoal grills or other approved cooking devices or in well-monitored containment rings or pits may be permitted subject to the Rules and Regulations and in compliance with the applicable provisions of any state or local fire code, FEMA regulations, the ORC, and the Ohio Administrative Code.

**Section 6.13. Leasing of Units.** In order to (a) protect the equity of the individual property owners at River Pines RV Resort Condominium; and (b) prevent the Condominium from taking on the characteristics of a primarily rental community (and of primary concern, a vacation rental community), the following restrictions apply to the leasing of Units:

*[See Separate Amendment Options 1 and 2 with Separate Ballot]*

**Section 6.14. Trash Disposal.** All trash, recyclables, or other rubbish shall be deposited by Owners in covered sanitary containers placed by the Association on the Common Elements or as otherwise directed by the Association.

**Section 6.15. Nondiscrimination.** No Owner or any employee, agent, or representative thereof, and no occupant of any Unit, shall discriminate against another Owner or occupant in violation of any local, state, or federal discrimination laws, either in the sale, lease, or rental of any Unit or in the use of the Common Elements.

**Section 6.16. Fencing and Walls.** No walls shall be permitted on any Unit. Fencing shall not exceed six feet in height and any paneling or rails thereof must be at least one foot above the ground. Owners shall install and maintain fences in accordance with all applicable local, state, and federal laws pertaining to the Condominium Property. Owners shall maintain the fencing placed on their Unit in a well-kept manner. This means that the fence shall be clean; painted or stained as required to address any chipping or fading; and free of signs of disrepair, including but not limited to splits, breakage, rot, and popped nails.

**Section 6.17. Handicap Accessibility.** Notwithstanding the other provisions herein, a resident may, at their expense, have such reasonable modifications made to their Unit and the Common Element or Limited Common Elements as may be necessary to afford physically handicapped persons full enjoyment of their Unit. Any modifications to be undertaken to the Unit or the Common Elements or Limited Common Elements shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people and shall be undertaken pursuant to a contract approved by the Board. The approved contractor shall provide an adequate performance bond for the benefit of the Association.

Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy their Unit, including the Common Element and the Limited Common Elements.

**Section 6.18. Registered Sex Offenders and Convicted Felons.** No one who is registered sex offender or who has been convicted of a violent felony in any state shall be permitted to reside in any part of the Condominium Property.

**Section 6.19. Enforcement and Compliance with Covenants, Conditions, and Restrictions.** Every resident in the Condominium Property shall comply strictly with the covenants, conditions and restrictions set forth in the Condominium Instruments with respect to the use and operation of the Units and all Condominium Property. A violation committed by any persons residing in, occupying or visiting a Unit at the behest or with the implied or express permission of the Owner or any other occupant of the Unit, or committed by any agent, employee, business invitee, or contractor of the Owner or of any person occupying a Unit, shall be attributed to that Unit and the Owner thereof. In any case of flagrant or repeated violation by an Owner or their occupants, agents, employees, business invitees, or contractors, that Owner may be required by the Board to give sufficient surety or sureties for their future compliance with the covenants, conditions, and restrictions contained in the Condominium Instruments. Any and all costs, including reasonable attorney fees, associated with enforcing the Condominium Instruments and/or gaining Owner

compliance with the Condominium Instruments shall be levied as a Special Individual Assessment, whether or not the Association must file an action with a court of competent jurisdiction.

In addition to any other remedies provided in this Amended and Restated Declaration, the Association and/or any Owner(s) shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by or through the provisions of the Condominium Instruments as provided by ORC §5311.19 and an award of court costs and reasonable attorney's fees is recoverable in both types of action. Failure by the Association or by any Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation nor shall the doctrine of laches, the theory of estoppel, nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Any and all costs of enforcement proceedings as described herein, including attorney's fees, shall constitute an Individual Unit Assessment against the Owner against whom such enforcement is sought.

In addition to any other remedy in this Amended and Restated Declaration, the Board of Directors is authorized to levy an enforcement assessment against any Owner who themselves or whose occupant, guest, licensee, tenant, or invitee is in violation of the Condominium Instruments, in an amount to be determined by the Board. The procedures outlined in ORC 5311.081(C) shall be followed when levying an enforcement assessment.

In addition to the above rights, the Board and its agents, contractors, or representatives may also enter upon a Unit or any land to perform maintenance or make repairs thereon which is the responsibility of an Owner who has failed to perform such maintenance or make such repairs (i) after having given such Owner at least ten (10) days prior notice, or (ii) without giving notice in the event of an emergency.

## **ARTICLE VII ASSESSMENTS AND COMMON EXPENSES**

**Section 7.1. Annual Assessments.** Assessments for the operation of the Association, the maintenance and repair of the Common Elements, and for the insurance, real estate taxes, and assessment of the Common Elements, together with the payment of the common expenses, shall be made in the manner provided herein and in the By-Laws. The amount of the Annual Assessment shall be set by the Board of Directors in an amount to accommodate the common expenses as well as a reserve fund adequate to meet future anticipated expenses. The Association shall place at least 10% of its annual operating budget into the reserve fund in each calendar

year. The Annual Assessments may be payable on an annual, semi-annual, quarterly, or monthly basis as reasonably determined by the Board.

**Section 7.2. Special Assessments.** In addition to levying Annual Assessments as described above, the Association may levy upon all Owners a Special Assessment in a calendar year for the purpose of defraying, in whole or in part, any unexpected cost or expense which has not otherwise been provided for in full as part of the Annual Assessment calculation and for which reserves are insufficient. However, the amount of such Special Assessment shall not exceed the Special Assessment Limit defined below unless a majority of a quorum of the Owners at a meeting duly called and noticed for such purpose consents to the same. Special Assessments may be made payable according to a scheduled decided upon by the Board.

**A. Special Assessment Limit; Inflation Guard.** Until January 1, 2024, the **Special Assessment Limit** shall be \$250.00 per Unit. Beginning on January 1, 2024, and on each January 1 thereafter (“**Adjustment Date**”), the Special Assessment Limit shall be adjusted annually to account for inflation. On each Adjustment Date, the Special Assessment Limit shall be increased by a percentage equal to the percentage increase, if any, in the “Consumer Price Index, All Urban Consumers (CPI-U), (1982-1984=100), all Items, as compiled and published by the Bureau of Labor Statistics, U.S. Department of Labor” (“**CPI**”). If, after the date this Declaration is recorded, the CPI is converted to a different standard reference base, is revised, or ceases to be available, the Board may determine to increase the Special Assessment Limit according to any conversion factor, formula, or table for converting the CPI as may be published by any other nationally recognized publisher of similar statistical information.

Notwithstanding this provision, in case of damage to or destruction of the Common Element, capital improvement expenses incurred in connection with a loss under insurance coverage and the disbursement of funds thereby shall be an assessment against all Owners, and such assessment shall not require a vote of the Owners.

**Section 7.3. Individual Unit Assessments.** The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms of this Declaration to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of an Owner). Any such assessment shall become due and payable on such date as the Board determines and gives written notice to the Owner subject thereto.

**Section 7.4. Electric Assessment.** The main electric meters that serve the Condominium Property as a whole are read monthly by the local electric utility service and are billed to the Association. The Association reads the individual electric meters that serve the individual Units

and bills the Owners accordingly. Owners are obligated to reimburse the Association for their metered usage within 30 days of receipt of the invoice reflecting their metered usage, and such reimbursement obligation is the “Electric Assessment.” The Board has the express power to make rules and regulations pertaining to the Electric Assessment to ensure it is promptly reimbursed by the Owners.

**Section 7.5. Water and Sewer.** The water and sewer usage for all of the Condominium Property is measured by common water meters. Therefore, bills for water and sewer usage will be rendered to the Association and not directly to Owners, and shall be a “Common Expense” as that term is used in ORC §5311. The Annual Assessment of each Owner shall be calculated to include the budgeted expenses for water and sewer charges based on their Unit’s percentage of interest in the Common Element, even though this may not be an accurate measurement of actual usage of one Owner as compared with other Owners. This may result in some advantage for heavy users of water at the expense of lighter users, but the Association has no way of practically and economically measuring actual individual use. Notwithstanding the foregoing, the Association reserves the right to individually meter each Unit for water and sewer usage and directly bill such charges to the Owner.

**Section 7.6. Division of Common Surplus and Common Expenses.** All Owners are deemed to enjoy the equal benefits and usage of the Condominium Property and therefore they each have an equal interest of 1/280<sup>th</sup> in the Common Elements. Accordingly, each Owner has a 1/280 share in the common surplus distributions and common expense assessments.

**Section 7.8. Late Charges.** The Association may impose a reasonable charge against any Owner who fails to pay any amount assessed by the Association against their Unit within 10 days after such assessments are due and payable, in such an amount as may be determined by the Board from time to time. Additionally, if an Owner shall be in default of payment of any assessment, the Board has the right to accelerate all monthly assessments remaining due in the then current calendar year. The total of such assessments, together with the delinquent assessments, shall then be due and payable by the owner no later than 10 days after the delivery of written notice of such acceleration to the owner, or 20 days after mailing of such notice to them by certified mail, whichever occurs first. If such accelerated amount is not paid by the due date, the above-described late charge may be imposed on the part of such accelerated amount not paid by the due date. Any Eligible Mortgagee of a Unit, as defined in Section 1.13 of this Declaration, has the right to request that the Association provide timely written notice to it in the event an assessment for said Unit is not paid by the Owner within 60 days of its due date.

**Section 7.9. Application of Payments.** The Association shall credit payments made by an Owner in the following order of priority:

- A. First, to interest owed to the Association;
- B. Second, to administrative late fees owed to the Association;
- C. Third, to collection costs, attorney fees, and paralegal fees incurred by the Association;
- D. Fourth, to the principal amount the Owner owes to the Association for the Common Expenses and Individual Unit Assessments chargeable against the Unit.

**Section 7.10. Nonuse of Facilities.** No Owner may exempt themselves from liability for their contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit.

**Section 7.11. Failure to Pay Assessments – Electric and Water Meters Pulled.** If any Assessment, late fee, or legal fee is not paid by the due date, the Association has the right to disconnect, seize, and hold the electric meter and the water meter until the arrearage is paid in full. The Association shall have no liability for any damaged sustained by an Owner as a result of the loss or unavailability of electric or water services while the meter remains disconnected.

**Section 7.12. Creation of Lien and Personal Obligation for Assessments.** Each Owner of any Unit by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the Assessments described in this Article. Assessments, together with interest thereon, and costs and reasonable attorney's fees involved in any collection thereof, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made as is required by and according to the provisions of ORC §5311.18. Such lien shall arise and run from the time at which any assessment remains unpaid for ten days after the same has become due and payable, and from the time a certificate for said lien is filed as hereinafter provided.

As is provided in ORC §5311.18, when an assessment remains unpaid for 10 days after the same has become due and payable, a certificate of lien for said assessments shall be filed with the Clermont County Recorder pursuant to the authorization given by the Board. Such certificate shall contain a description of the Unit against which the lien exists, the name of the record Owner thereof, and the amount of such unpaid portion of the assessments, and shall be signed by the President of the Association or the Association's counsel. The Association has the authority to include in its lien any unpaid interest, administrative late fees, Individual Unit Assessments, and collection costs, attorney's fees, and paralegal fees the Association incurs.

The lien provided for in this Section shall remain valid for a period of five years from the date it was created and arose, as provided in ORC §5311.18, unless sooner released or satisfied in the

same manner provided by law in the State of Ohio 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 such lien as provided below.

Such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title, unless expressly assumed by them.

**Section 7.12. Subordination of Lien to Mortgages.** The position of the lien for assessments as to subordination is regulated by ORC §5311.18(B), which provides that such lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been filed for record. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which came due prior to such sale or transfer. Provided, however, that such assessment payments which came due prior to such sale or transfer, having been secured by the assessment lien, shall be entitled to payment out of any fund created through the mortgage foreclosure or proceeding in lieu thereof, to the extent that monies are remaining in said fund after any first mortgage obligation including court costs shall have been paid in full from said fund, and after real estate taxes and assessments have been paid from said fund. No sale or transfer shall relieve any such Unit from such liability for any assessments thereafter becoming due or from the lien thereof.

**Section 7.13. Dispute as to Common Expenses.** If an Owner believes that an amount has been improperly charged as an assessment lien against their Unit, they may bring an action under Section 5311.18(C) of the ORC in the Common Pleas Court of Clermont County, Ohio seeking a discharge of that lien.

**Section 7.14. Purchaser at Foreclosure Sale Subject to Condominium Instruments.** Any purchaser of a Unit at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of the Condominium Instruments, whether or not they have knowledge of their content. This includes the requirement to purchase a gate card key from the Association if such has not been provided by the prior Owner.

**Section 7.15. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses.** Where the mortgagee of a first mortgage of record or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage or deed in lieu of foreclosure, such acquirer of title, their 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. 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, their successors, and assigns. Therefore, a lien filed against a certain Unit for common expenses or other assessments shall be extinguished upon the foreclosure of a first mortgage for any amount due prior to the foreclosure sale, but shall not relieve any subsequent Owner of the subject Unit from paying future assessments.

**Section 7.16. Liability for Assessments upon Voluntary Conveyance.** In a voluntary conveyance of a Unit, any grantee or their first mortgagee shall inform the Board in writing of such contemplated conveyance and such grantee or first mortgagee shall be entitled to a statement from the Board setting forth the amount of all unpaid assessments (including current assessments) against the grantor due the Association. Neither the grantee nor the mortgagee shall be personally obligated for any delinquent assessments, but such delinquent assessments, along with interest, late charges, costs and reasonable attorneys' fees shall be a lien against the Unit in accordance with Section 7.11 herein.

## **ARTICLE VIII INSURANCE AND RECONSTRUCTION**

**Section 8.1. Property Insurance Provided by Association.** The Association, as a common expense, shall obtain and maintain for the benefit of all Owners, insurance on all buildings, structures, and improvements in and on the Common Elements and Limited Common Elements.

**Section 8.2. Casualty to Common Elements or Limited Common Elements.**

**A. Sufficient Insurance.** In the event a Common Element or Limited Common Element shall suffer damage or destruction from any cause insured against and the proceeds of any policy or policies is sufficient to remedy the loss or damage, the insurance proceeds shall be applied by the Association to any necessary repair or reconstruction in accordance with the original plans and specifications of that item, unless other plans and specifications are approved by Owners holding not less than 75% of the total voting power in the Association and any Required Eligible Mortgagee Vote. If, however, within 30 days after such damage, the Owners elect to sell the Condominium Property, pursuant to Section 8.5 herein and ORC §5311.14(B) or to withdraw the Property from the provisions of this Declaration, then such repair or reconstruction shall not be undertaken.

**1. Deductible.** The property insurance policy maintained by the Association shall have a reasonable deductible set at the discretion of the Board. If damage that results from a loss or casualty to any Common Element



or Limited Common Element is estimated to cost less to repair than the amount of the Association's deductible on such policy of property insurance, then a claim will not be made and the financial responsibility for the repairs shall be borne by the party responsible for the maintenance and repair of the damaged item or space as determined by Article IV of this Declaration. If the damage is such that a claim is made against the property insurance policy maintained by the Association, then the cost of the deductible shall be determined as follows:

- a. The Owner shall pay the cost of the deductible if the damage is to the Limited Common Element appurtenant to their Unit.
- b. All Owners shall pay the cost of the deductible if the damage is to the Common Element, in proportion to each Owner's percent interest in the Common Element as set forth in Exhibit "B" attached hereto.
- c. If the damage is to more a portion of each the Common Element and Limited Common Element or to Limited Common Elements appertaining to more than one Unit, or a combination of the same, then the deductible shall be split pro rata, according to the damage suffered by each Limited Common Element and Common Element in relation to the total damage. By way of example: if a loss/casualty causes \$20,000.00 in damage to the Limited Common Element appertaining solely to Unit A, \$30,000.00 in damage to the Limited Common Element appertaining solely Unit B, and \$50,000.00 to the Common Element, then Unit A would be responsible for 20% of the deductible, Unit B would be responsible for 30% of the deductible, and the Association would be responsible for 50% of the deductible.
- d. Upon determining the amount of the deductible, the Board shall communicate that information to the Owners so that they may either obtain appropriate insurance coverage to cover the deductible or self-fund for the same should damage occur to the Limited Common Element that appertains to their Unit and a claim be made to the Association's property insurance policy.
- e. The deductible portion of any insured claim shall be submitted by the Owner(s) whose appurtenant Limited Common Elements were damaged or destroyed to their homeowners' insurance carrier.

**B. Insufficient Insurance.** In the event a Common Element or Limited Common Element shall suffer damage or destruction from any cause which is not insured against, or if insured against, the insurance proceeds are insufficient to pay the cost of repair or reconstruction, then the repair or reconstruction of all or any part of such item(s) shall be

undertaken by the Association at the expense of all the Owners in proportion to their ownership of the Common Element, as a Special Assessment. Should any Owner refuse or fail, after reasonable notice, to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and shall be assessed against such Owner and Unit. Such assessments shall have the same force and effect and may be enforced in the same manner as provided in this Declaration. To determine the share of each Owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

1. The cost of repair or reconstruction of all uninsured and underinsured (to the extent of such underinsurance) damage or destruction to any Limited Common Elements appertaining to a particular Unit shall be borne by the Owner of that Unit.
2. The cost of repair or reconstruction of the uninsured and underinsured (to the extent of such underinsurance) damage or destruction of the Common Elements shall be borne by all of the Owners in proportion to their respective percentages of interest in the Common Element as set forth in Exhibit "B" attached hereto.
3. All insufficiently insured, damaged or destroyed portions of the Common Elements and Limited Common Elements shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damage or destruction" as used herein shall mean loss occurring by reason of hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair or reconstruction.

The final determination made with the insurers as to insured, uninsured, and underinsured damage shall govern.

**Section 8.5. Non-Restoration of Damage or Destruction.** In the event of substantial damage to or destruction of a majority of the Condominium Property, the Owners, by the affirmative vote of those entitled to exercise not less than 75% of the voting power, along with the Required Eligible Mortgagee Vote, may elect not to repair or restore such damage. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Owners. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Owners in proportion to their respective percentages of interest in the Common Element. No Owner, however, shall receive any portion of his share of such proceeds until all liens and

encumbrances on his Unit have been paid, released, or discharged.

**Section 8.6. Public Liability Insurance.** The Association shall insure itself, the Board, and all Owners and occupants 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 Element (excluding Limited Common Elements) and for liability arising out of any litigation related to any employment contracts involving the Association as employer. The Board shall have the discretion to determine the limits of such insurance. This insurance shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners and shall include, without limitation, coverage for legal liability of the insured’s for property damage, bodily injury and deaths of persons in connection with the operation, maintenance or use of the Common Elements, legal liability arising out of lawsuits related to the employment contracts of the Association, and additional coverages as are ordinarily obtained with respect to projects similar in construction, location and use.

This policy shall contain the waiver, endorsement, or provision described above. Such policy shall require written notice to the Association and to any mortgagee of any Unit who requires such rights not less than 10 days prior to any expiration, substantial modification, or cancellation of such coverage. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units or Limited Elements. Each Owner shall, at their own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within their Unit and Limited Common Elements reserved for the exclusive use of their Unit.

**Section 8.7. Insurance Representative; Power of Attorney.** Notwithstanding any of the foregoing provisions of this Article or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Owners and their first mortgage holders, as their interest may appear. This power is for the benefit of each and every Owner and their respective first mortgage holders, the Association, and the Condominium; it runs with the land and is coupled with an interest.

**Section 8.8. Fidelity Coverage.** The Board shall obtain and maintain fidelity coverage for the Association against dishonest or fraudulent acts on the part of the directors, managers,

employees, agents, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) 150% of the estimated annual operating expense of the Association, including reserves, (ii) the maximum funds that will be in the custody of the Association or its agent at any time; or (iii) the sum of 3 months' worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing coverage in the same amounts listed herein.

**Section 8.9. Other Insurance Provided by Association.** The Association shall provide, as a common expense, contractual liability insurance, Managers' and Officers' liability insurance, worker's compensation insurance, and such other insurance as the Board may determine.

**Section 8.10. Insurance Provided by Owners.** Owners are required to obtain and maintain the following types of insurance coverage:

- A. Property insurance for their Units and all improvements, recreational vehicles, and personal property contained therein;
- B. Liability insurance of either \$1 million or, if \$1 million is unavailable, the maximum amount available to Owners by virtue of their Units being unusual real estate;
- C. Golf cart insurance.

## **ARTICLE IX REHABILITATION AND RENEWAL OF OBSOLETE PROPERTY**

The Association may, by the affirmative vote of the Owners entitled to exercise not less than 75% of the voting power of the Association, determine that the Condominium Property is obsolete in whole or in part and elect to have the same renewed and rehabilitated as a common expense.

**ARTICLE X  
REMOVAL FROM CONDOMINIUM OWNERSHIP**

The Association shall not, without the unanimous affirmative vote of all Owners, any Required Eligible Mortgagee Vote, and any other approval required by law, be entitled to seek to abandon or terminate the Condominium Property for reasons other than substantial destruction or condemnation of the Condominium Property and the subsequent election to remove the Condominium Property from the provisions of ORC §5311, as provided in above. The Association shall send written notice to all Eligible Mortgagees of its proposal to abandon or terminate the Condominium Property. If an Eligible Mortgagee fails to respond within 30 days after receipt of said notice, the Association may view this as an implied approval of the submitted proposal. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part 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. Such certificate shall be signed by the President 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 Owners, each of whom shall certify therein under oath that all such liens and encumbrances on their Unit or Units have been paid, released or discharged.

**ARTICLE XI  
AMENDMENT OF DECLARATION AND BY-LAWS**

The Declaration and By-Laws may only be amended by the written consent of Owners of 75% of the total number of units of the Condominium. Such amendment must be executed with the same formalities as this instrument, must refer to the volume and page in which this instrument and its attached exhibits is recorded, and must contain an affidavit by the President of the Association that the required vote of the Owners was obtained. Except as provided herein, no amendment shall affect any bona fide first mortgagee without their written consent. Such written consent shall be retained by the Secretary of the Association who shall certify the consent or non-consent in the recorded instrument Amendments shall always be valid among the Owners, provided they do not affect rights of any non-consenting mortgagee. Should the Board choose to employ an electronic method of establishing written consent, then the same is acceptable, and consent via electronic method shall be considered consent in writing, provided that the electronic consent is from an encrypted source that is identifiably tied to the Owner of each unit. All amendments shall be executed by the Board President in accordance with Ohio law and shall take effect upon filing in the office of the Clermont County Recorder.

**ARTICLE XII  
REMEDIES FOR BREACH OF CONDOMINIUM INSTRUMENTS**

**Section 12.1. Rights and Remedies.** If any Owner, either by their own conduct or the conduct of any occupant of their Unit, breaches any covenant or provision contained in the Condominium Instruments, the Association shall have all of the rights provided as follows:

- A. Right to Enter Unit; Self Help.** To enter any Unit in which or as to which such violations or breach exists and to summarily abate and remove, at the expense of that Owner of any structure, thing or condition that may exist thereon contrary to the intent and the meaning of the provisions of the Condominium Instruments, and the Board or its agents shall not thereby be deemed guilty in any manner of trespass. The cost of repair and replacement for any damage caused by the Association in gaining access to make the above-mentioned repairs is a cost to be paid by the Owner as an Individual Unit Assessment as provided in this Declaration;
- B. Abatement by Legal Proceedings.** To enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach, the costs and attorney fees incurred by the Association for which shall be levied against the Owner as an Individual Unit Assessment as provided in this Declaration;
- C. Recoupment of Costs and Attorney Fees.** If the Association must involve legal counsel to enforce any provision of the Condominium Instruments, the costs and fees associated with the same shall be assessed against the Unit and Owner as an Individual Unit Assessment, whether or not the enforcement involves filing a complaint with any Clermont County Court.
- D. Eviction.** The Association has the right to evict any tenant or occupant, who is not the title owner of a Unit, if said tenant/occupant is in violation of the Condominium Instruments, or if the Owner is delinquent in payment of any assessment. The Association shall follow the procedure set forth in ORC §5311.19 when proceeding with eviction.

## ARTICLE XIII

### MISCELLANEOUS PROVISIONS

**Section 13.1. Eminent Domain.** If all or any part of any Unit or of the Common Element shall be taken, injured or destroyed by the exercise of the power of eminent domain, each Owner and mortgagee affected thereby shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the Owners and among any mortgagees entitled thereto pursuant to the terms of their mortgages in proportion to each Owner's interest in the Common Element, except to the extent that the Association deems it necessary or appropriate to apply the proceeds to the repair or restoration of any such injury or destruction.

**Section 13.2. No Waiver.** No covenants, restrictions, conditions, obligations, or provisions contained in the Condominium Instruments shall be abrogated or waived by failure to enforce the same, irrespective of the number of violations or breaches which may occur. All covenants contained in this Declaration are independent covenants.

**Section 13.3. Covenants Running With the Land.** Each Owner, by the acceptance of a deed of conveyance, accepts the same subject to all easements, agreements, obligations, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and by all exhibits hereto. All rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such party in like manner as though the provisions of this Declaration and of all exhibits hereto were recited and stipulated at length in each and every deed of conveyance or other instrument creating such interest or estate.

**Section 13.4. Severability.** The invalidity of any portion or provisions of this Amended and Restated Declaration or any exhibits thereto shall not affect the validity or enforceability of the rest of this Amended and Restated Declaration.

**Section 13.5. Non-liability of Association.** The Association shall not be liable for any act or omission of the Association's Declarants, Ronald R. Ward and/or Roberta R. Ward ("**Declarants**"), or developer or for any construction defect. Without limitation, the Association shall not be liable for any patent or latent defects caused by the Declarants or developer, or by reason of any act or negligence of any Owner or occupant.

**Section 13.8. Headings.** The headings to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of or in any way affect this Declaration.

**Section 13.10. Gender.** Wherever context requires, the masculine gender of any noun or pronoun shall be construed to mean the feminine or neuter and the singular number of any noun or pronoun shall be construed to mean the plural, and the plural, the singular.

**Section 13.11. Forwarding Addresses.** Whenever the Association is required to provide any notice to Owners, it shall be sufficient to deliver the notice to the last address provided by an Owner for that purpose or, if none is provided, to the Unit itself. The Secretary shall keep a register of the current Owners' addresses, and in the event an Owner does not provide a current address to the Secretary, that address shall be that reflected in the Clermont County Auditor's records.