

DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS, CONDITIONS CHARGES AND
USES COVERING REAL PROPERTY DESCRIBED HEREIN

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, U-Own Resort Facilities, Inc., an Ohio corporation, (hereinafter referred to as "Seller" or "Owner"), its legal representatives, grantees, successors or assigns, is the owner of certain real property described as follows, to-wit:

ALL of Rose Mobile Village Subdivision, a subdivision as recorded in Plat Book 11, page 125, Plat Records of Preble County, Ohio, consisting of lots 591 to and including 715 in the Village of Camden, Preble County, Ohio.

hereinafter referred to as "the Property"; and,

WHEREAS, the Seller desires to subject the property to certain covenants, restrictions, limitations, conditions, charges, and uses for the benefit of all owners of mobile home and /or modular home (hereinafter called "mobile home") sites in Rose Mobile Village in order to enhance the desirability of living in the mobile home subdivision, to prevent nuisances, to prevent the impairment of the attractiveness of the property and surrounding sites within the subdivision, to maintain the desired high standards of a properly operated and managed mobile home subdivision and to insure and secure to each site owner the full benefit and enjoyment of his mobile home, recreational and/or other facilities in the subdivision with no greater or lesser restrictions upon the free and undisturbed use of his mobile home site and his right to use the recreational and other facilities that may be provided by the Seller, than is necessary to insure the same advantage to all other mobile home site owners within Rose Mobile Village;

NOW THEREFORE, the following covenants, restrictions, limitations, conditions, charges and uses of the above described real property are hereby declared, established and prescribed:

1. When standards are established, or to be established, or approvals are required herein, the Seller shall have exclusive right to establish and enforce standards or grant approvals or do or perform any other acts incidental thereto until June 1, 1985 or until Seller deeds the recreational facilities to the Civic Association as hereinafter provided, whichever occurs first. Thereafter, the Civic Association shall succeed to the rights of the Seller.
2. No lot or lots, platted or to be platted, in the property shall be utilized for any purpose other than for the parking and placement of mobile homes or modular homes for single family residential use, nor shall any building or structure, or part thereof, be erected, altered or used on the lots platted, or to be platted, on the property for other than one single family dwelling in the form of a mobile home or modular home, together with attached appurtenant accessory structures, except for recreational buildings and areas, laundry buildings and general utility structures that are designed by and may be erected at the discretion of the Seller.
3. All mobile home site owners, by acceptance of their restrictive deeds, together with their heirs, successors and assigns, shall take title subject to, and be bound by all the terms and conditions set forth in the several sections of this Declaration of Covenants.

4. Further, all mobile home site owners, by their acceptance of restrictive deeds, together with their heirs, successors and assigns, shall agree to become members of and to maintain membership in Rose Mobile Village Civic Association, Inc. , a non-profit Ohio corporation, referred to herein as the "Civic Association", and be bound by the By-laws of said Civic Association.
5. The failure of Seller, Civic Association, or any subsequent purchasers of a mobile home site to enforce any covenants, restrictions, limitations, conditions, charges and uses herein contained, shall in no event be deemed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
6. Each mobile home site owner will keep his site neat and clean, and surrounding areas of grass and shrub properly mowed and trimmed, and if a site owner, either due to absence or neglect, for any other reason fails to keep his site clean or fails to trim grass and shrubbery, or in any way allows his site to become unsightly and to deteriorate to the detriment of all other sites within the property, the Seller or Civic Association shall have the right to cut and trim the grass and shrubbery and remove any debris in order to maintain a clean and neat appearance throughout the entire property; and in such event, Seller or Civic Association shall have the right to charge said site owner a reasonable sum for the work done, and shall further have the right to place a lien upon such site or mobile home for the cost of such work, it being specifically understood and agreed that Seller and Civic Association shall be under no obligation whatsoever to maintain any of the individual mobile home sites, and said maintenance shall be the sole responsibility of the respective site owners.
7. It is the express desire of the Seller and Civic Association to establish and maintain the high aesthetic qualities which are desirable in a first-class mobile home subdivision. All mobile homes within the property must first meet certain standards as to type, age, size and quality. The standards are hereby established by the Seller, and said standards will be maintained by the Civic Association.
 - a. Size: Each mobile home and/or modular home shall contain a minimum of 720 square feet of living space contained within a mobile home and/or modular home with a minimum size of 14 feet wide by 56 feet long or 12 feet wide and 60 feet long.

Type: Each mobile home and/or modular home will be of a type that is manufactured for the exclusive purpose of being utilized as a single family dwelling.

Quality: Each mobile home and/or modular, when placed on the site, will be in good repair, freshly painted, and, except for subsequent water, sewer and electrical hook- ups, ready in every respect for immediate occupancy, irrespective of the provisions contained in (a) above.
 - b. In every case, written approval of each mobile home to be placed on the property must be obtained from the Seller or the Civic Association by the purchaser prior to said mobile home being placed on the purchaser's site.
8. Sellers or Civic Association shall maintain the sole and exclusive right to designate and render written approval of placement and location of each mobile home on its site. In no case, however, will any mobile home or its attachments or appurtenances, including patios, be placed closer to property boundary lines than as follows:
 - a. Five (5) feet from any side property boundary line.

- b. Twelve (12) feet from any front property boundary line.
 - c. Ten (10) feet from any rear property boundary line.
 - d. Except that driveways or fences, not over three (3) feet high, may be constructed to extend to the appropriate adjacent street.
9. After a mobile home has been placed, positioned and hooked up to appropriate water, sewer and power lines, no further repair, replacements, reconnections, disconnections, additions, alterations or modifications will be permitted without the written consent and approval of Seller or Civic Association. Such written approval will be granted by Seller or Civic Association only in order to enhance the aesthetic qualities of the property, and written approval will be forthcoming only if the necessary plans and work, or construction is to be performed by the site owner or a contractor approved by the Seller or Civic Association.
 10. Seller or Civic Association reserves the right to enter upon all lots or parcels within the property at any reasonable time for the purpose of cleaning or clearing the premises.
 11. No clothes lines for the drying of wash, except umbrella type, will be permitted on any mobile home site, nor shall any washing or drying of laundry be permitted on any mobile home site except when such washing or drying is conducted within the confines of a mobile home itself or appropriate attached utility room.
 12. Each mobile home shall be required to possess and use modern plumbing facilities, including toilet, bath and/or shower, and kitchen sink, all of which must be connected to the central sewage facility which is maintained by the Sellers or their designated utility company.
 13. Seller, its designated utility company or a public utility company has or shall have caused to be constructed on the property for the exclusive right and use of site owners an approved central sewage system and an approved water supply system. Each mobile home site owner is required to utilize these water and sewage systems and pay for the same in accordance with the terms, conditions, tenor and intent of this agreement, which costs shall not exceed at any time the costs for similar utilities in the Village of Camden, Ohio, or its successor.
 14. Maintenance and repair of boats, automobiles, trailers, furniture accessories, equipment or any other article or activity that would detract from the high aesthetic quality of the property, especially the random running of motorcycles, motor scooters and motor bikes throughout the subdivision, including all subdivision roads, is expressly prohibited.
 15. Commercial and/or professional activities or business of any type may not be conducted on a site or within a mobile home without the express written consent of the Seller or Civil Association.
 16. Upon the request of the postal authorities, each mobile home will contain a mailbox showing the owner's name. In addition, name signs may be displayed, if desired. No other signs or advertising will be permitted. In no case will any sign be larger than 8 inches by 12 inches, unless written approval for such sign is obtained from the Seller or Civic Association.
 17. Seller or Civic Association shall have and maintain the right to enforce all restrictions, covenants, conditions and charges contained herein to the and that each mobile home site owner uses and occupies his site in such a way as to not be detrimental to the general health, well-being, safety, morals and welfare of other site owners within the property and in such a way as not to destroy the overall aesthetic qualities of the property. Said enforcements may

specifically be applied by injunction.

18. Standard television, radio antennae or CB antennae may be placed on any lot in said subdivision with written approval from the Seller or Civic Association.
19. All exterior lighting must be shaded as not to create a nuisance of any kind to adjacent site owners or passersby.
20. The Seller or Civic Association shall post individual rules and regulations governing the use of the various facilities in the recreational area and each site owner must agree to comply with these rules and regulations. In the event a site owner or his guest consistently refuses to comply with these various rules and regulations, the Seller or Civic Association shall have the right to deny to such site owner (or occupant) the use of said facilities.
21. The maintenance and repair of all recreational facilities shall be the responsibility of the Seller and/or Civic Association, except that site owners shall be responsible for any damage to said facilities resulting from their individual negligence or deliberate act. At such times as the recreational facilities shall be deeded to the Civic Association by the Seller, then all responsibility pertaining to the maintenance and repair of said facilities by the Seller shall cease.
22. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot or lots, except that dogs, cats or other household pets may be kept, provided that no more than a total of two household pets may be kept, and further provided that all household pets be suitably restrained, caged or leashed so as not to cause any nuisance of disturbance.
23. Fences or walls constructed on the various lots must be decorative in nature and such as to add to the general aesthetic qualities of the property, and in no case will any fence, wall or hedge be constructed that exceeds three (3) feet in height.
24. Each mobile home site owner must construct or cause to be constructed an apron completely around his mobile home that will extend from the ground up to the bottom of the mobile home. This apron must be pleasing in appearance and decorative in nature, and may be constructed of metal, brick or wood, providing that the under-side of the mobile home and the ground surface are completely shielded from view.
25. Nothing shall be placed on any part of any site that is reserved for easements for public and/or private utilities which shall interfere with the construction, use, repair or maintenance of said utilities. In the event any structure or vegetation interferes with the construction, maintenance, repair or use of any utility installation, such structure or vegetation may be removed at the option of the utility company, Seller or Civic Association, and costs of the removal may be levied against the site owner.
26. In addition to a mobile home, each site owner may construct or cause to be constructed and securely attached to the mobile home, at least one carport, cabana, awning or screened enclosure, and, additionally, a utility room no smaller than 42 square feet nor larger than 144 square feet, to be used for storage purposes.
27. No storage of any kind will be permitted around the mobile home except in the designated utility storage building prescribed in paragraph 26 above. However, in the case of boats, each site owner may temporarily, during the summer months, store his boat and equipment to the rear extremity of his driveway or carport, providing the site owner, at his expense, provides an appropriate pad for such boat and further, that the site owner will be required to obtain prior written approval for such summer boat storage from Seller or Civic Association.

28. All garbage stored outside of mobile homes shall be placed within a suitable metal or plastic garbage container.

29. No shed or roof shall be constructed over any mobile home located on the property.

30. A. Each purchaser of a mobile home site or sites agrees that upon purchasing said site, he will voluntarily become a member of and agree to abide by the rules and by-laws of Rose Mobile Village Civic Association, Inc., and to continually retain membership in the Civic Association, and to pay periodic dues and/or levies to the Civic Association in accordance with the by-laws of the Civic Association until such time as he completes divests himself ownership of a site or sites contained within the property.

B. Each purchaser of a mobile home site or sites shall pay to the Civic Association a fee of Twenty-Five and no/100 (\$25.00) Dollars per site per year, payable within thirty (30) days after purchase of site, or thirty (30) days after the formation of the Civic Association, whichever ever occurs last, and annually thereafter on the same date. Such payment shall specifically constitute annual dues to the Civic Association. Any such fee remaining unpaid by site owner for a period of thirty (30) days following the date payable as specified hereinabove, shall thereafter bear interest at the rate of six (6%) per cent per annum, payable to the Civic Association, and shall become and be a lien against said site, the amount of said lien, including reasonable attorneys fees. Said lien may be enforced and foreclosed by the Civic Association in the same manner as provided for the foreclosure of real estate mortgage under Ohio law.

C. Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in Rose Mobile Village said lien attaches as aforesaid, if such mortgage has been recorded prior to recordation of the Notice of Lien as referred to hereinabove.

D. Neither seller, nor developer, U-Own Resort Facilities, Inc shall ever be obligated to pay dues to the Civic Association on any lot or lots held for resale.

31. The provisions contained herein shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, any owner of lots or parcels of land within the property purchased from the Seller, and its successor or assigns or by the Seller or the Civic Association.

Further, these covenants shall be of full force and effect until June 1, 1985, and for successive five year periods thereafter unless a special meeting of the Civic Association is held, and acting in accordance with the By-laws of the Civic Association, a vote is taken in open meeting, and the result of that vote shows that at least sixty (60%) per cent of the mobile home site owners wish to amend or rescind all or part of these covenants.

32. If any provision or provisions contained herein, or the application of any provision to any person or circumstance shall be held to be invalid, the remaining provisions or the application of such provisions to persons or circumstances other than those held to be invalid, shall not be affected thereby.

When standards are established or to be established, or approvals are required herein, the Seller shall have exclusive right to establish and enforce standards or grant approvals or do or perform any other acts incidental thereto until June 1, 1985, or until Seller deeds the recreational facilities to the Civic Association as hereinafter provided, whichever occurs first. Thereafter, the Civic Association shall succeed to the rights of the Seller.

33. Seller shall cause the legal creation of the Civic Association and the preparation of its By- laws prior to June I, 1985. The first officers of the Civic Association shall be appointed by Seller, its successors or assigns, and such officers shall hold office until June 1, 1985 or until such officers appoint their successors. The successors appointed by the first officers shall be mobile home site owners.
34. Prior to the appointment of mobile home site owners as officers of the Civic Association, Seller's appointees shall collect the dues provided for in paragraph 29 B. and from the collected dues, Seller may cause to be paid utility bills and maintenance costs, exclusive of labor, on all recreational facilities. An accounting of all Civic Association funds expended shall be made to the successor officers upon their taking office.

IN WHITNESS WHEREOF, the Seller, U-Own Resort Facility, Inc., has hereunto set its hand this 16th day of October, 1979.

U-OWN RESORT FACILITY, INC