

# **Restrictions, Conditions, Covenants & Agreements**

## **Mountain Top Campground, Logan County, Valley HI, Ohio**

The Warranty Deed from SELLER (Grantor) to PURCHASER (Grantee) shall contain the following restrictive covenants and reservations:

LOT CLASSIFIATION: All lots in Mad River Development shall be classified as CAMPSITES, except for the area shown on the recorded plat as recreation area.

1. Said camping lots are to be used exclusively for single family, temporary camping purposes and for placement thereon of commercially produced camping vehicles. All vehicles as herein described must be inspected and approved by Mad River Development Company, or its duly-designated representative prior to placement on any camping lot in the subdivision. No more than one commercially-produced camping vehicle shall be permitted on any one lot.
2. No tents may be used on camping lots without prior approval of Mad River Development Company or its duly-designated representative.
3. No Building or permanent improvement (storage sheds, concrete slabs, etc.) may be erected or constructed on said camping lots until Mad River Development Company or its successors or assigns shall have approved the plans and specifications thereof. All plans and specifications must be sent in duplicate to Mad River Development Company or its successors or assigns by certified mail. Plans shall be deemed approved if no action is taken within thirty (30) days.
4. No camping lots shall be continuously occupied for a period in excess of ten (10) months. Camping lots and use thereof shall be inspected weekly or at the discretion of Mad River Development Company or its duly-designated representative to ensure strict compliance with all Restrictions set forth herein.
5. No part of any camper or building structure on any said camping lots shall be placed on said premises nearer than twenty (20) feet to any road right-of-way, nor nearer than six (6) feet to the property line of any abutting property owner. A utility easement of ten (10) feet front and six (6) feet on the sides and rear of each camping lot is reserved for service of utilities and general improvements as may be required for the benefit and use of the lot owners in the subdivision. In the case of owners with two or more adjoining lots, the group of lots shall be considered as a whole in applying these restrictions.
6. No standing piles of trash or other debris, which is deemed unsightly, shall be allowed to accumulate on any lot. Mad River Development Company or its assigns reserve the right to enter upon any vacant or unattended lot for the purpose of improving its general appearance; mowing weeds, removal of trash without being classified as a trespasser, or being liable for damages to the property.
7. No obnoxious, offensive, immoral or illegal trade or activity shall be permitted on any lot. Nothing shall be done which may be an annoyance or nuisance to the neighborhood. Any use of illegal drugs will result in immediate eviction and the proper authorities will be notified.

8. All lots must be kept clean and mowed including that area from the front lot line to the edge of the road. Failure to do so will result in maintenance of said lot by Mad River Development Company or its successors or assigns. A proper fee for this service will be assessed and collected.
9. No garbage, waste or refuse shall be burned, buried or otherwise disposed of or allowed to remain on any individual lot, but shall be disposed of in receptacles and disposal units provided for the specific type of garbage, waste or refuse by Mad River Development Company. Outdoor garbage receptacles must be placed so as not to be visible by any street in the subdivision.
10. No outdoor toilet or privy shall be allowed on any camping lot. No individual sanitary system shall be allowed on any lot, excepting "self-contained" sanitary systems, which shall be emptied only into receptacles provided for that purpose by Mad River Development Company.
11. The developer reserves the right to control all landscaping on any camping lot in the subdivision. No tree over three (3) inches in diameter may be removed from any lot in the subdivision without prior approval and written consent of Mad River Development Company or its duly-designated representative.
12. Any tree or shrub planted on any lot less than 48 inches in height must be kept surrounded by four white stakes at least 48 inches in height or Mad River Development Company will not be responsible for the destruction of such a tree or shrub by mowing or brush clearing.
13. No commercial advertising devices shall be allowed on any lot except those said lots designated for commercial or recreational use.
14. No hunting, trapping or shooting of firearms is allowed on any lot.
15. No animals (other than household pets), poultry or unlicensed vehicles shall be allowed on any lot.
16. No individual water well shall be allowed on any lot.
17. No vehicles will be permitted to park on any street in the subdivision. Each lot owner shall provide at least one (1) off-street parking space.
18. All campers must be kept in good condition. The exteriors must be painted and maintained.
19. All campers left unattended for a period of more than one week must be collapsed to their road travel position.
20. No screened-in porches or enclosed additions may be added to any camper unless Mad River Development Company or its duly-designated representative shall have approved the plans and specifications thereof. No temporary buildings will be permitted on any camping lot.
21. Each lot owner in Mad River Development Campground, except Mad River Development Company, its successors or assigns, shall be subject to a yearly assessment charge of \$1,200.00. These assessments will

be invoiced on the first day of January and must be paid before the first day of April each year, unless prior arrangements have been made to pay semi-annually (April 1 and September 1), or on a monthly basis. If prior arrangements are not made, assessments will default to monthly charges. If assessments are not paid when due, a \$25.00 late charge per month will be added. All monies are to be payable to Mad River Development Company. Said monies will be used for upkeep, promotion, and maintenance of said plat including roads, recreational and comfort areas, whether the privileges of using such areas are exercised or not.

22. Assessments will be established by Mad River Development Company and may subsequently be increased or decreased in proportion to the demands created by the community. Should Mad River Development Company deem the \$1,200.00 assessment per year, per lot owner inadequate, the increased amount required for maintenance and upkeep will be equally distributed for payment by each lot owner and a charge of yearly fees established. Such fees thus imposed shall be and constitute a lien on each and every lot. Said lien shall be enforceable in the same manner as provided in the statute for enforcement of a mechanics lien or any other legal means.

23. In the event the owner of any lot shall desire to sell the said real estate, Mad River Development Company or its duly-designated representative, successors or assigns, shall have the first right and option to purchase the same for a period of thirty (30) days at the price and terms proposed by said owner. Notice of a bona fide contract to sell must be given to Mad River Development Company, its successors or assigns by certified mail. If no action is taken within thirty (30) days by Mad River Development Company, its successors or assigns, the owner shall consider Mad River Development Company has failed to exercise its right of purchase. In the event the lot is not sold within thirty (30) days after the right of purchase has expired, another notice must be submitted. Mad River Development Company must approve all potential owners.

24. Lot owners agree not to deliver a deed to any new owner without incorporating in full the restrictions herein set forth.

25. Each and every restriction and condition herein shall continue and remain in force for the longest period allowed by law, unless Mad River Development Company, its successors or assigns so chooses to make change.

26. Assessments not paid by the prearranged deadlines, whether annually, semi-annually, or monthly, will disqualify the owner of the use of said lot until such assessments are paid. Management has the full right of taking the privilege for the use of the clubhouse, electric, trash and water facilities until the balance is paid in full. Any lot sold with assessments being owed must be paid before the lot can be transferred.