

# **PRELIMINARY**

## **Exhibit "A"**

### **DECLARATION OF COMMON ACCESS DRIVE EASEMENT TOGETHER WITH COVENANTS AND RESTRICTIONS FOR ITS USE AND MAINTENANCE**

#### **Currier Ridge Subdivision Lot 1 and Lot 2**

1. The owners of **Currier Ridge Subdivision Lot 1 and Lot 2** shall take ownership of said Lots subject to a 60 foot wide Common Access Drive (CAD) easement for a shared access point for ingress and egress, utility placement and for all ordinary driveway purposes on, over and across so much of each respective Lot as described in Instrument Number \_\_\_\_\_ of Union County, Ohio (the "Easement Area").
2. The Common Access Drive (CAD) is a PRIVATELY constructed, PRIVATELY owned and PRIVATELY maintained driveway for which the County Engineer accepts NO responsibility for plan review, approval and construction inspection and for which the county and township accept NO responsibility for maintenance, either initially or at any time in the future.
3. The Easement Area shall be used only for ingress, egress and utility purposes and not for the parking of motor vehicles, boats, trailers or any other equipment. It shall be kept free of all trash, debris, garbage or other unsightly obstacles. No Lot owner shall in any way obstruct or in any way impede or impair the proper usage of the common driveway and Easement Area for any other Lot owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to Lot 1 and Lot 2.
4. The Easement Area shall be kept in a tidy and attractive manner and shall be maintained to permit free and safe use, passage and access to all persons having a right thereto. The CAD shall, at all times, be free from obstruction of any kind so as to allow for the proper passage of public safety vehicles. All trees, overhanging branches, or other obstructions to the free passage of public safety vehicles shall be removed and shall be kept removed and maintained at all times.
5. It is anticipated that the drive material will initially be gravel installed by Currier Ridge LLC. Upon the complete construction of homes upon each Lot subject to this CAD, Currier Ridge, LLC may elect to pave the CAD. Such paving, if performed would be at the sole discretion of Currier Ridge and at its sole cost. Nothing in this Paragraph shall relieve the Lot owners of liability to maintain the common drive and Easement Area.
6. The mowing, snow and ice removal, maintenance, repair and replacement of the common driveway, other than as described in Paragraph 5, shall be shared among the owners of the Lots with the owners of each Lot responsible for Fifty (50.00%) percent of the cost for such mowing, snow and ice removal, maintenance, repair and replacement. Decisions for the expending of funds for the driveway or Easement Area shall require unanimous approval of the owners of Lot 1 and Lot 2, with each Tract having one vote. No party shall unreasonably

withhold approval and agreement to pay for the owner's pro rata share of such expense. Nothing in this agreement shall prevent a Tract vote from being exercised by proxy. The amounts due from each of the owners shall be a charge on the respective Lot and shall also be the personal, joint and several liability of each person who was an owner of a Lot at the time when such amount came due. If any owner fails to pay his or her share of any cost within thirty (30) days after receipt of the bill therefore, any of the other owners may bring an action at law against the owner personally obligated to pay the charge and take any steps legally necessary to the collection of any judgment so obtained, including foreclosure. If any owner institutes maintenance, repair, or upkeep procedures without prior approval by majority votes, said owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the common driveway. Extensive upgrades to the common driveway, including paving, gating etc. shall require unanimous approval of the owners of Lots 1 and Lot 2.

7. If any Lot subject to the easement is further subdivided, then the allocation of expenses shall be relocated with each Lot utilizing the Easement Area sharing equally in the costs for mowing, snow and ice removal, maintenance, repair and replacement of the common driveway and decisions for expending of funds shall require majority approval of the owners of the Lots utilizing the Easement Area with each Lot having one vote.
8. Any owner making use of the Easement Area for extraordinary purposes, such as construction of a residence or addition, or any utility installation requiring the use of the driveway by heavy trucks or other equipment, shall restore the common driveway and Easement Area to as good a condition as it was in prior to the extra use. Such repairs shall be completed within a reasonable time after the extraordinary use ends.
9. Each Lot owner shall bear sole responsibility for any losses, damages, however occurring to the Lot owner, his or her family, visitors, agents, employees, tenants, licensees, or invitees and shall identify and hold all other Lot owners harmless from any claims, damages, costs or expenses arising out of the use of the common driveway or Easement Area.
10. The easements, covenants and restrictions set forth herein shall bind the owners of Lot 1 and Lot 2, their successors and assigns, who by their acceptance of any deed for either Lot agree to be bound hereby. These easements, covenants and restrictions shall run with the land.
11. The terms herein for maintenance may be modified so long as said modification is in writing, approved by the unanimous consent of all the parties and that said modifications shall not be in conflict with the Common Access Driveway regulations of Union County. All modifications shall be recorded in the County Recorder's office.