

~~TRANSFER~~  
NOT NECESSARY

DEC 29 2011

*Diana J. Nye*  
Auditor Muskingum County, Ohio



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Kind: DEEDS  
Recorded: 12/29/2011 at 03:26:39 PM  
Fee Amt: \$40.00 Page 1 of 3  
Instr# 201100013704  
Muskingum County  
Karen Vincent County Recorder

BK 2374 PG 470

**BLUE ROCK RESERVE**

**DECLARATION OF SHARED ACCESS DRIVEWAY EASEMENT**

**TOGETHER WITH COVENANTS AND RESTRICTIONS FOR ITS USE AND MAINTENANCE**

**December 14, 2011**

Now comes the undersigned being the owner of a 127+- acre tract ("Parcel A) and a 6.88+- acre tract ("Parcel B") as recorded and contained within the General Warranty Deed recorded in Book: 2361, Page: 663, of the Official Records of the Recorder, County of Muskingum, State of Ohio, and hereby submit the property to the covenants, conditions, restrictions and easement set forth in this Declaration:

1. The owners of Parcels A and B shall take ownership of a Parcel subject to the 20 foot wide perpetual and non-exclusive shared access easement for the purposes of ingress and egress and for all ordinary driveway purposes as shown on Exhibit "A".
2. Any conveyance of a Parcel which is a part of the Property from Wilcox Land Finance Company, LLC., an Ohio limited liability company, ("Wilcox") shall be subject to the terms hereof and the grantee of such conveyance shall accept the existing driveway "as is" at the time of conveyance. Except in so far as Wilcox remains an owner of one or more tracts of the Property and has obligations of maintenance hereunder, Wilcox shall have no further obligation to each grantee.
3. The Driveway Area shall be used only for ingress and egress and the installation of utilities.
4. The terms "maintenance", repair", and "upkeep" as used in this instrument shall be interpreted in their broadest sense. The terms include, but shall in no way be limited to, replacement of stone or gravel, paving or cementing the driveway, the removal of obstructions and overhangs from the driveway as needed, tar and chipping, dust control, grass and weed control, and ditch maintenance, together with all associated labor costs.
5. Relative to the total expense for maintenance, repair and upkeep of the shared access driveway, each respective Parcel shall share expenses equally (50% each).
6. Any owner making use of the Driveway Area for extraordinary purposes, such as construction of a residence requiring the use of the driveway by heavy trucks or other equipment, shall restore the driveway and driveway area to as good a condition as it was in prior to the extra use. Such repairs shall be completed within 30 days after the extraordinary use ends.
7. Each Parcel owner shall bear sole responsibility for any losses, damages, however occurring to the Parcel owner, his or her family, visitors, agents, employees, tenants, licensees, or invitees and shall indemnify and hold all other Parcel owners harmless from any claims, damages, costs or expenses arising out of the use of the driveway or Driveway Area.
8. The driveway shall be maintained in the condition as it was originally constructed. It may be improved, but shall not fall below the original condition. Each Parcel (regardless of the number of owners of said Parcel) shall be entitled to one vote (hereinafter referred to as a "Parcel Vote"). All decisions and establishing of procedures as to the extent or the need of maintenance, repair and upkeep of the shared access driveway shall be agreed on by both Parcel votes. Nothing in this agreement shall prevent a Parcel Vote from being exercised by proxy. If any owner institutes maintenance, repair, or upkeep procedures without the prior authority of all the Parcel Votes, said owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the shared access driveway.
9. This Maintenance Agreement may be modified so long as said modification is in writing, approved by the unanimous consent of both Parcel Votes, and that said modifications shall not be in conflict with the County Regulations. Each modification shall be recorded in the County Recorder's Office.
10. All remedies, legal and equitable, shall be available to all of the owners of the Parcel Votes to provide for the proper enforcement of the regulations, agreements or arbitration awards established, including the collection of unpaid costs due as charged to each Parcel.



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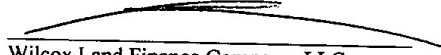
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11. If the parties are not able to agree as to what expenses for maintenance, repair or upkeep is necessary, the issues in dispute shall be submitted to binding arbitration. Except as provided herein, arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code as then enacted.

Within fifteen days after a party to this Agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator as chairperson and give notice of the selection thereof to the parties.

The arbitrators shall hold a hearing within a reasonable time from the notice of selection of the neutral arbitrator. In any event, the hearing shall be held within 60 days after appointment of the arbitrators, unless the parties agree in writing to an extension of time. Expenses of the arbitration shall be shared equally by the parties to this Agreement.

  
Wilcox Land Finance Company, LLC.  
By: Mark Graham, Manager

December 14, 2011

STATE OF OHIO  
COUNTY OF FAIRFIELD SS:

BE IT REMEMBERED, That on this 14<sup>th</sup> day of December, 2011, before me a Notary Public in and for said state, personally came Mark Graham, Manager of Wilcox Land Finance Company LLC. and acknowledged the signing thereof to be his voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



KRISTI M DAGUE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 3, 2013  
Notary Public



This instrument was prepared by: James L. Wilcox, Attorney at Law  
3451 Cincinnati-Zanesville Road SW, Lancaster, OH 43130

Exhibit A

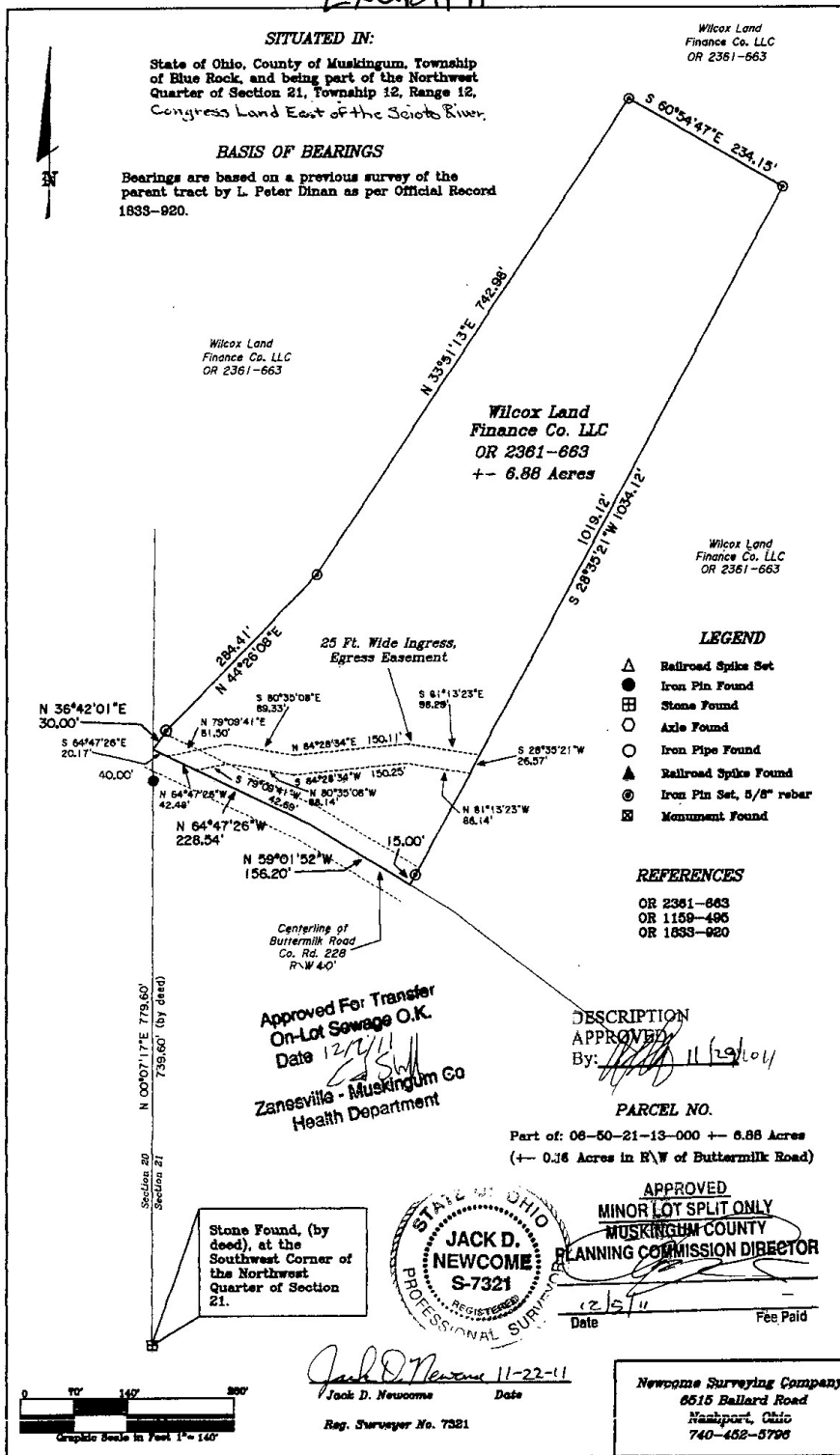


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