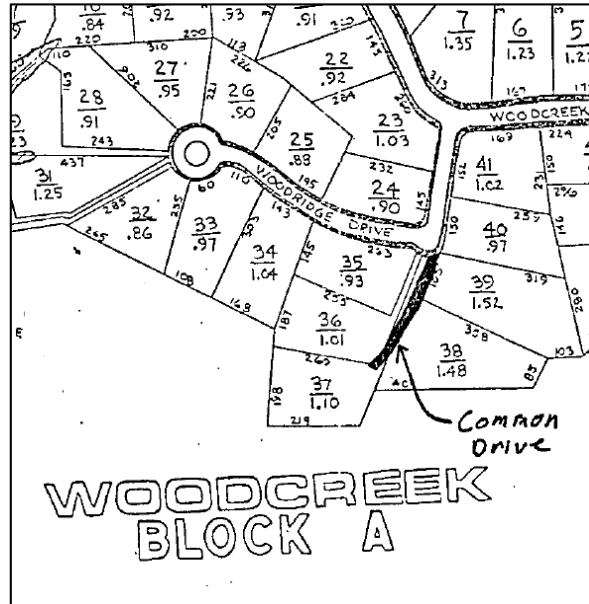


# DECLARATION OF DRIVEWAY EASEMENTS

## WOODCREEK SUBDIVISION



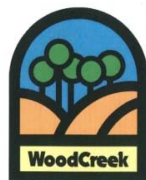
LOT NO.	ADDRESS
35	5988 Woodridge Drive
36	5990 Woodridge Drive
37	5992 Woodridge Drive
38	5994 Woodridge Drive
39	5996 Woodridge Drive

VOL: 638 PAGES: 700 – 707

NOVEMBER 6<sup>th</sup>, 1979

CLERMONT COUNTY, OHIO / RECORDER'S DEED RECORDS

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Woodcreek Homeowners' Association, Inc.

P.O. Box 771

Milford, OH 45150

WOODCREEK SUBDIVISION

DECLARATION OF DRIVEWAY EASEMENTS

This Declaration of Driveway Easements as made this 6 day of Nov., 1979, by and between Towne Properties, Inc. an Ohio corporation, (the "Developer") the original owner and developer of Woodcreek Subdivision, and which is the owner of the property described in Exhibit A attached hereto and made a part hereof, and the undersigned parties, who are the owners of the following described real property:

Situated in Miami Township, Clermont County, State of Ohio, and in Military surveys 992, 2800, 4848 and 3627 and being more particularly described as follows:

Being all of Lots 35, 36, 37, 38, and 39 of Woodcreek Subdivision, Block A, as recorded in Plat Book U, pages 67 through 69, of the Clermont County, Ohio Plat Records.

do hereby make, declare and adopt this declaration of covenants and restrictions and reservation of driveway easements upon the use of the aforescribed real property (the "Property") in furtherance of the following purposes:

- (1) The establishment of requirements relating to driveways in common and land use; and
- (2) The preservation and maintenance of driveways in common for the mutual benefit of all owners and residents of the Property.

These covenants and restrictions are hereby declared to be covenants running with the land and binding upon all owners of any part of the Property ("Owners"), residents, tenants and all claiming under each Owner and they shall inure to the benefit of each Owner, resident and tenant and all claiming under each Owner. These restrictions shall remain in full force and effect for twenty (20) years from the date this declaration is recorded. Thereafter, the restrictions shall be automatically renewed for successive periods of ten (10) years unless amended or terminated as provided herein. Any or all of these restrictions may be amended in whole or in part or terminated by a written instrument executed by at least seventy-five (75%) percent of the Owners of the Property.

The determination by a court of competent jurisdiction that any provision, covenant, restriction or limitation of use

of the Property herein is invalid for any reason shall not affect the validity of any other provision hereof.

It is hereby declared that irreparable harm will result to the Owners by reason of violation of the provisions hereof and therefore each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this declaration as well as any other relief available at law or in equity.

The following covenants, restrictions and reservation of driveway easements are hereby created, declared and established:

1. ACKNOWLEDGEMENT OF DRIVEWAYS IN COMMON. Each party hereto acknowledges and agrees that a certain driveway ("Common Driveway") has been constructed upon the Property which Common Driveway is designed and intended to provide access for ingress and egress to and from all those lots on the Property ("Parcels"), and the residences constructed thereon, which are adjacent to or which are accessible by such Common Driveway. The term "Common Driveway" shall mean and include, for the purpose of this Declaration, the paved driveway surface described and depicted in the drawing attached hereto as Exhibit B.

2. EASEMENTS TO USE DRIVEWAYS IN COMMON. Each Owner is hereby granted a perpetual non-exclusive easement on, over and across (1) the Common Driveway which is adjacent to or which provides access to such Owner's Parcel; (2) any Parcel upon which the Common Driveway may be located; and (3) any Parcel upon which any extension of the Common Driveway may be constructed or installed for the purpose of connecting an Owner's Parcel and the residence located thereon with the Common Driveway (such extension hereinafter referred to as an "Owner's Driveway") to be used and enjoyed by such Owner, the occupants of the Owner's residence located upon his respective Parcel, his tenants, visitors, invitees, licensees and all other persons using the Common Driveway and the Owner's Driveway for the benefit of such Owner, for ingress and egress to and from such Owner's residence, to freely pass and repass on foot and/or with vehicles for all lawful purposes instant to or proper to the enjoyment, use and accessibility of the Owner's Parcel and the residence constructed thereon.

The Developer hereby reserves and each other Owner hereby grants to the Developer, its successors and assigns, a perpetual non-exclusive easement on, across and over the Common Driveway for the purpose of constructing, installing, maintaining, repairing, replacing, reconstructing and using, as the Developer may deem desirable, paved and unpaved pathways, sidewalks, trails and other necessary and appurtenant improvements for pedestrian and non-motorized vehicular traffic.

This easement reserved and granted to the Developer shall be for the use and benefit of all members of the Woodcreek Association, Inc., an Ohio non-profit corporation.

3. USE OF THE DRIVEWAY. Each Owner shall use the Common Driveway with due regard for the rights of other Owners and their use of such Common Driveway, and no Owner shall use or permit the use of the Common Driveway in any manner which impairs the rights of others to its use, nor shall any Owner park or store vehicles or other personal property on, or obstruct or encroach upon, or permit the obstruction of or encroachment upon, the Common Driveway in any manner whatsoever without the joint concurrence of all other Owners entitled to use the Common Driveway.

4. MAINTENANCE OF DRIVEWAY. Each Owner of a Parcel shall share equally in the expense and cost of maintaining, improving and repairing the Common Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any person claiming through an Owner, whether by negligence or otherwise, shall be repaired at the expense of such Owner. The Common Driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. The decision to perform maintenance or to make repairs shall require the approval of at least two-thirds (2/3) of the Owners of the Parcels on the Common Driveway. Provided, however, that if such approval cannot be obtained, then any such Owner may submit the question of whether repairs, maintenance or improvements are needed to the American Arbitration Association, which shall decide the matter. Any decision rendered by the American Arbitration Association shall be binding upon all the Owners affected thereby. The cost of arbitration shall be borne equally by all the Owners of the Parcels on the Common Driveway, except that if the American Arbitration Association shall determine that no repairs, maintenance or improvements are needed, the cost of arbitration shall be paid solely by the Owner or Owners requesting the arbitration. The maintenance and repair of any Owner's Driveway shall be the sole responsibility of the Owner whose Parcel and residence are served thereby.

Provided, nevertheless, that the Developer, its successors and assigns, including but not limited to the Woodcreek Association, Inc., shall not be responsible nor liable for the cost of maintaining, improving or repairing any portion of the Common Driveway unless such maintenance, improvements or repairs are necessitated by the acts or actions of, or specifically requested or agreed to, by the Developer, its successors and assigns.\*

5. MAINTENANCE OF ADJOINING PROPERTY. Each Owner shall maintain in good condition and appearance that portion

\* THE Developer, its successors and assigns, including but not limited to the Woodcreek Assoc. Inc., shall be responsible for maintaining the special marking used to distinguish the walkway from the Driveway; this MARKING shall be maintained in a condition substantially similar to that of its original appearance.

*Handwritten notes:*  
LD 11/28  
JST 11/20/79  
JDO 11/20/79  
EMV 11/21/79  
DOW 11/21/79  
BOK 11/21/79  
MK 11/21/79  
MC 11/21/79  
LL 11/21/79

SA 11/20/79  
LLH 11/20/79  
MCT 11/20/79  
JOS 11/20/79  
ED 11/20/79  
Dev 11/20/79  
JAK 11/20/79  
MK 11/20/79  
MC 11/20/79

of any Parcel which is adjacent to, or located between, such Owner's Parcel and the Common Driveway. Provided, however, that the maintained property shall not be improved or altered without the consent of the fee title Owner of the Parcel of which the maintained property is a part. Further provided that the fee title Owner of such maintained property may elect to improve or alter the maintained property with the concurrence of the maintaining Owner provided these changes are not detrimental in function or appearance to the maintaining Owner. The fee title Owner of such maintained property may elect with the concurrence of the maintaining Owner to maintain that portion of the parcel adjacent to the Common Driveway.

6. BINDING EFFECT. The covenants, restrictions and easements created hereby shall run with and be appurtenant to the Property in perpetuity, in full force and effect and shall be binding upon and inure to the benefit of each Owner, their heirs, successors, grantees and assigns.

7. TERMINATION OF OBLIGATION. Upon conveyance of any Parcel, the grantor of such Parcel shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his period of ownership for expenses and costs incurred for maintenance and repair during his period of ownership of the Parcel.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands on the day and year first aforesaid.

*witnesses*  
Signed and acknowledged  
in the presence of:  
J. Robert Brown  
Theresa M. Costa  
J. Robert Brown (for both)  
Sally Ann Long (for both)  
J. Robert Brown  
Theresa M. Costa

*Owners*  
Towne Properties, Inc.,  
an Ohio corporation,  
By: Lois Steger  
Senior Vice President  
*Owners:*  
Gerald A. Katz  
Marie Brunel Katz  
John D. Johnston  
Marion C. Johnston

The foregoing instrument was acknowledged before me  
this 6<sup>th</sup> day of November, 1979 by  
Gerald A. Katz and Marie B. Katz. Sally Ann Long Notary

SALLY ANN LONG  
Notary Public, State of Ohio  
My Commission Expires April 16, 1984

Owners  
 X Dick Horak, Inc.  
 an Ohio Corporation  
 X by Lambert A. Agia, Sr.  
Daniel R. Vollman

witnesses  
J. Robert Brown  
Therese M. Curto  
 BOOK 638 FILE 704

Eileen M. Vollman } J. Robert Brown (for all)  
Newell D. Crane } Therese M. Curto (for all)  
Margaret Crane } ~~Therese M. Curto~~

STATE OF OHIO )  
 COUNTY OF Clermont ) SS:

The foregoing instrument was acknowledged before me this 7th day of Apr., 1979, by Daniel R. Vollman, Eileen M. Vollman, Newell D. Crane, and Margaret Crane of Towne Properties, Inc., an Ohio corporation, on behalf of the corporation.

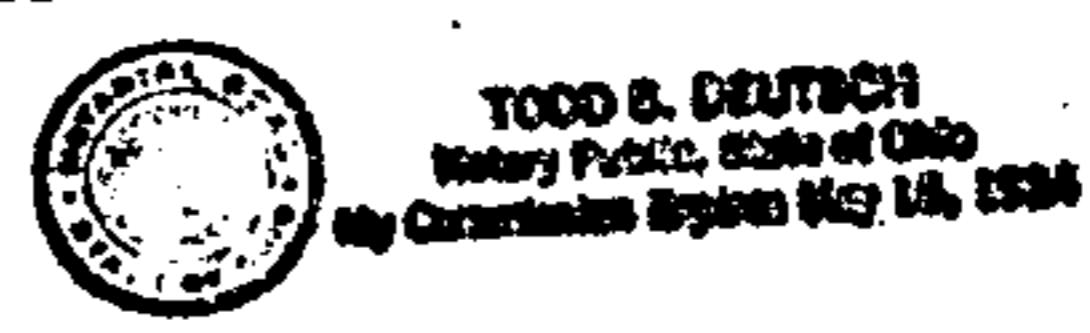
JOS. M. FRANK  
 Notary Public, State of Ohio  
 My Commission Expires March 16, 1982

J. M. Frank  
 NOTARY PUBLIC

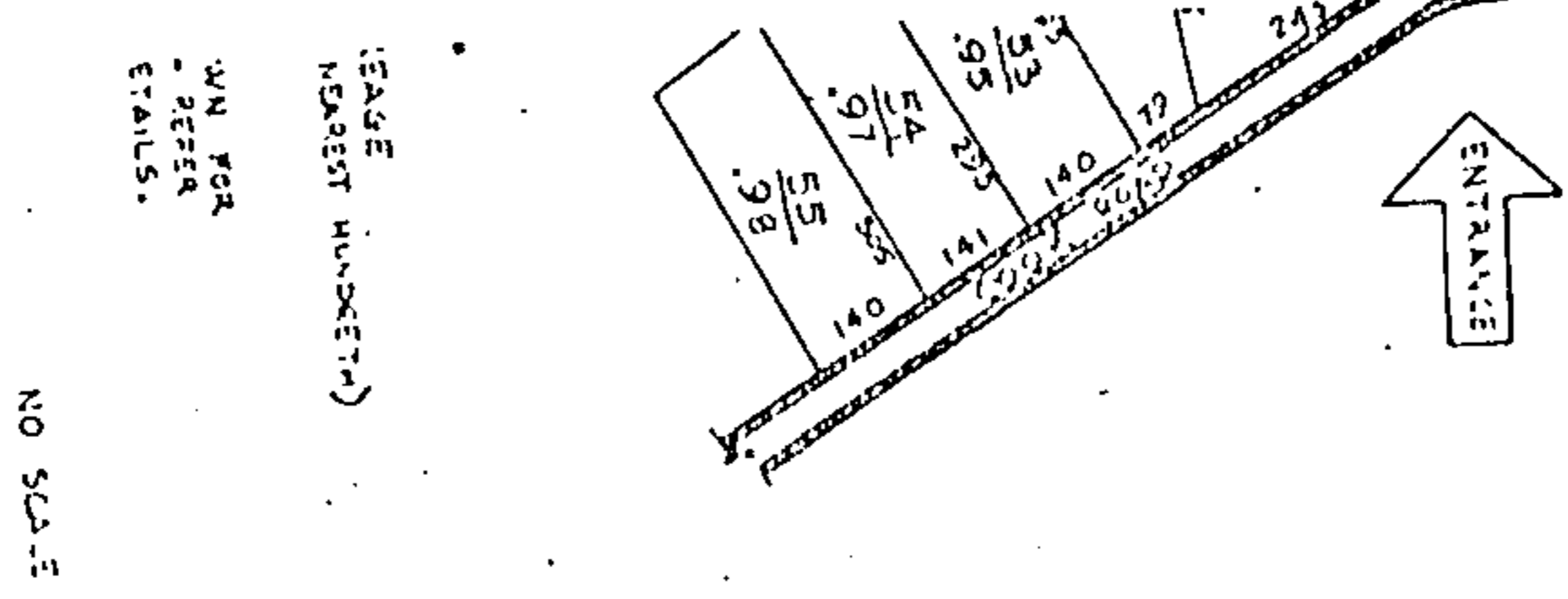
STATE OF OHIO )  
 COUNTY OF Hamilton ) SS:

The foregoing instrument was acknowledged before me this 28th day of NOV., 1979, by Lambert Agia, Senior Vice President of Towne Properties, Inc. an Ohio corporation on behalf of the corporation and John D. Johnston, for himself + as atty in fact for Maureen C. Johnston, and Dick Horak, President of Dick Horak, Inc., an Ohio corporation on behalf of the corporation.

Todd B. Deutsch  
 NOTARY PUBLIC



This instrument prepared by: Joe B. Conn  
Smith & Schnacke  
2900 DuBois Tower  
511 Walnut Street  
Cincinnati, Ohio 45202



LEASE  
 NEAREST HUNDRETH  
 UN FOR  
 - 2224  
 ETALS.  
 NO SCALE

EXHIBIT A

Situated in Miami Township, Clermont County, State of Ohio, and in Military Surveys 992, 2800, 4848 and 3627 and being more particularly described as follows:

Being all that parcel of land situated and lying between Lots 37 and 38 of Woodcreek Subdivision, Block A, as recorded in Plat Book U, Pages 67 through 69 of the Clermont County, Ohio Plat Records, which parcel of land fronts on Woodridge Drive 15.09 feet on the arc further described in said plat, and extending from Woodridge Drive to additional property owned by Towne Properties, Inc. and further described in Deed Book 610, Page 229 of the Clermont County, Ohio Deed Records.

REC. FOR DEEDS NOV 30 1979 #9. 15991 AT 9:08  
RECORDED 1979 FEE 10.00  
WILLIAM STABESKA - RECORDER - CLERMONT CO., OHIO

BY: [Signature]  
DIMENSIONS SHOWN  
FOR PURPOSE ONLY  
FOR EXACT

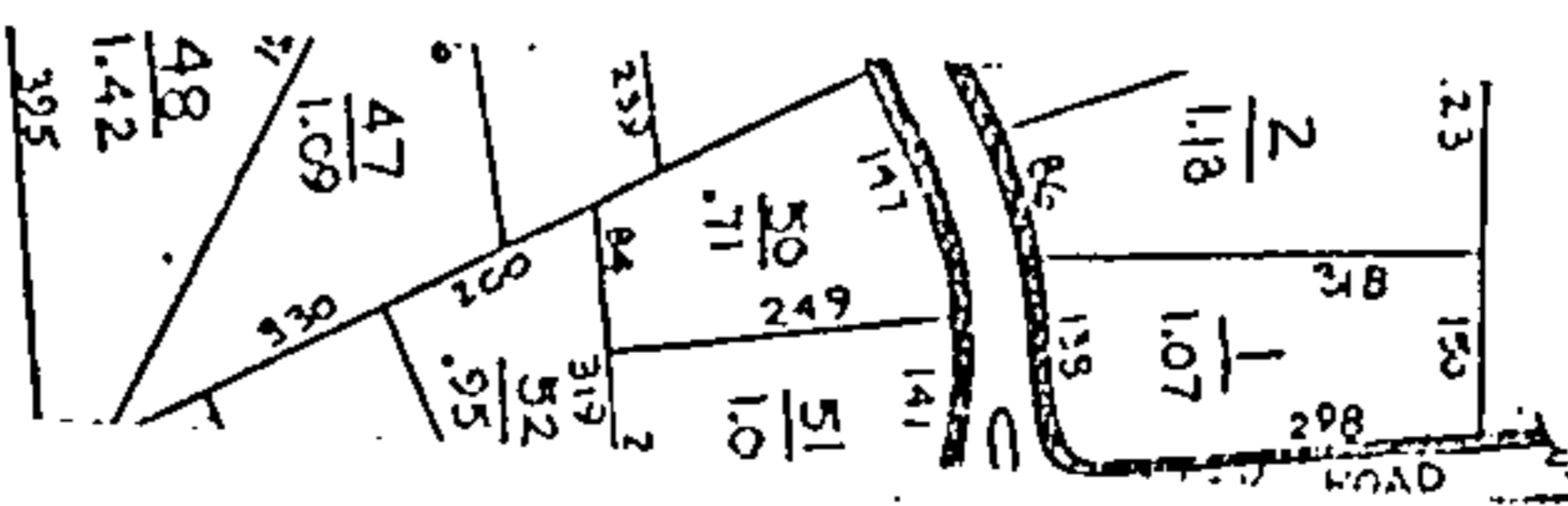
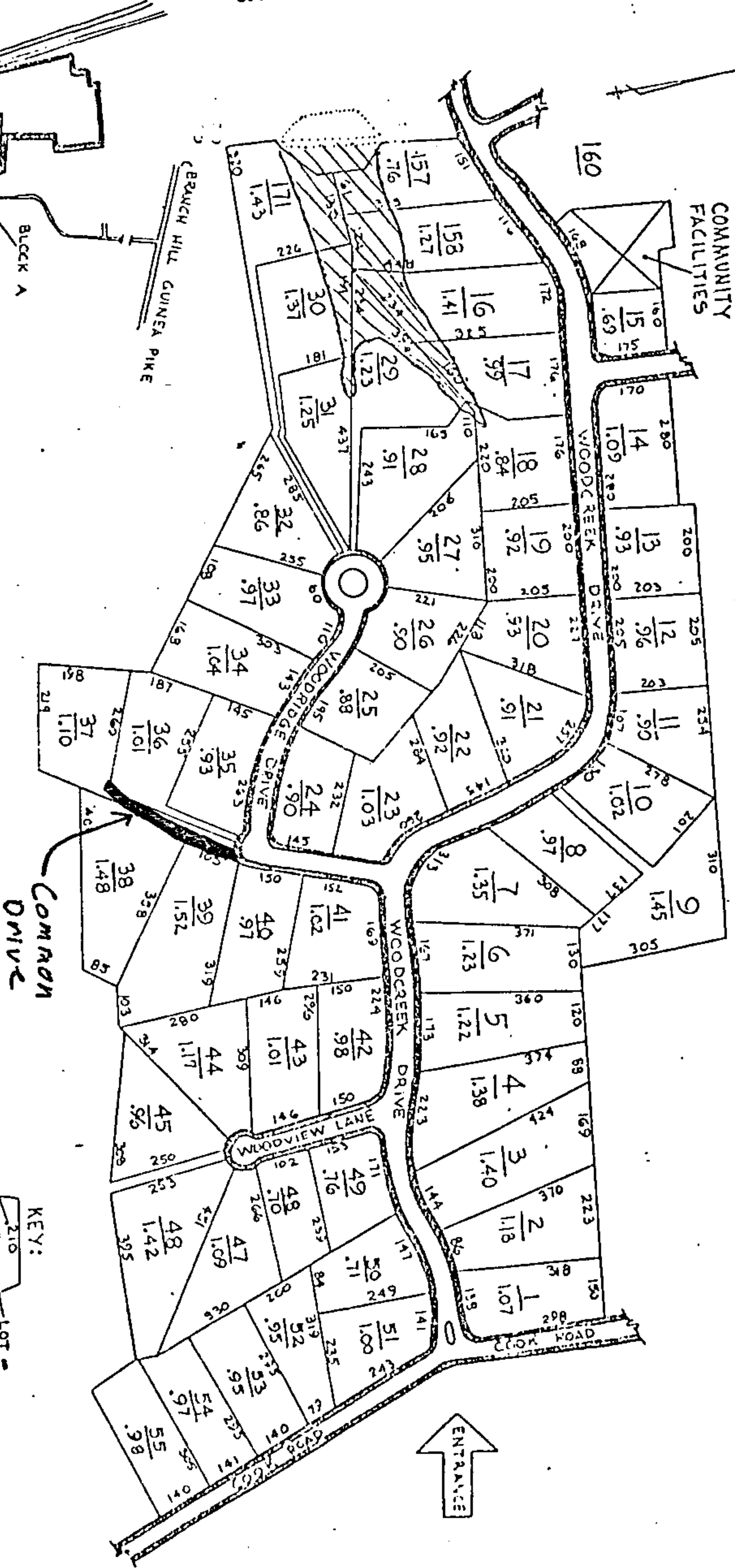


EXHIBIT B  
This drawing depicts approximate location  
of common drive.

# WOODCREEK BLOCK A





BOOK 638 PAGE 707

RECEIVED FOR RECORD  
WILLIAM SHEBESTA  
RECORDER

79 NOV 30 A 9: 08

CLERMONT COUNTY,  
BATAVIA, OHIO

VOL 638 PG 700

CC

*Smitten  
15 Nov 79*

15991