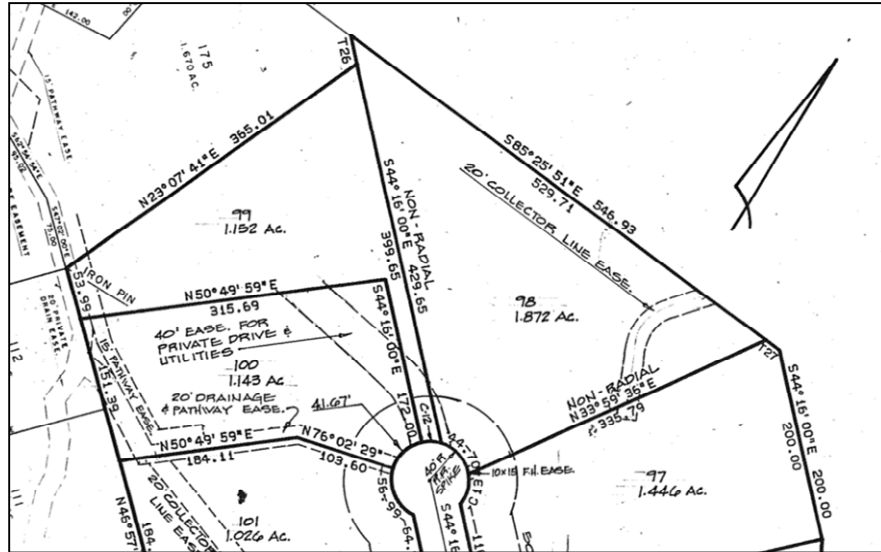


DECLARATION OF DRIVEWAY EASEMENTS

WOODCREEK SUBDIVISION

BLOCK E



LOT NO.	ADDRESS
98	5956 Creekview Drive
99	5958 Creekview Drive
100	5957 Creekview Drive

VOL: 683 PAGES: 204 – 208

AUGUST 24th, 1983

CLERMONT COUNTY, OHIO / RECORDER'S DEED RECORDS

<http://archiveviewer.uslandrecords.com/oh/clermont/>



Woodcreek Homeowners' Association, Inc.
P.O. Box 771
Milford, OH 45150

James R. Rymer

AUDITOR

10069

BY

B. Shrage

WOODCREEK SUBDIVISIONDECLARATION OF DRIVEWAY EASEMENTS

AUG 24 1983	
APPROVED	
FOR	
WALTER C. CARTER	
COUNTY ENGINEER	
CLERMONT COUNTY, O.	
PLAT NO.	PAGE 15, 16
BY:	ASSN
TAX MAP DRAFTSMAN	

 AUD 2-1
 LOTS 98, 99, 100

This Declaration of Driveway Easements is made this day of August, 1983, by the undersigned party, which is the owner of the following described real property (the "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 98, 99, and 100 of Woodcreek Subdivision, Block E, Phase II, as recorded in Cabinet 3, Pages 414 and 415, of the Clermont County, Ohio Plat Records.

The undersigned owner does hereby make, declare and adopt this declaration of covenants and restrictions and reservation of driveway easements upon the use of the aforescribed real 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 present and future 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. 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 A.

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 or her respective Parcel, his or her 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.

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 in the expense and cost of maintaining, improving and repairing the Common Driveway, with the Owner of the Parcel known as Lot 98 paying 20% of such expenses, with the Owner of the Parcel known as Lot 99 paying 20% of such expenses, and with the Owner of the Parcel known as Lot 100 paying 60% of such expenses, 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, 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.

5. MAINTENANCE OF ADJOINING PROPERTY. Each Owner shall maintain in good condition and appearance that portion 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, by notice to the Owner otherwise responsible, 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 or her 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 has hereunto set its hand on the day and year first aforesaid.

Signed and acknowledged
in the presence of:

TOWNE PROPERTIES, LTD.,
an Ohio limited partnership

Dorothy A. Ramsey

By *[Signature]*, General Partner

Name of Partnership

Towne Properties LTD

Vol. 3 Page 254 256

KENNETH A. KAHLE, SR., Recorder

DATE 8-24-83 DEP *bj*

RECORDED
KENNETH A. KAHLE SR.
RECORDER

'83 AUG 24 AM 9:40

COMMERCIAL

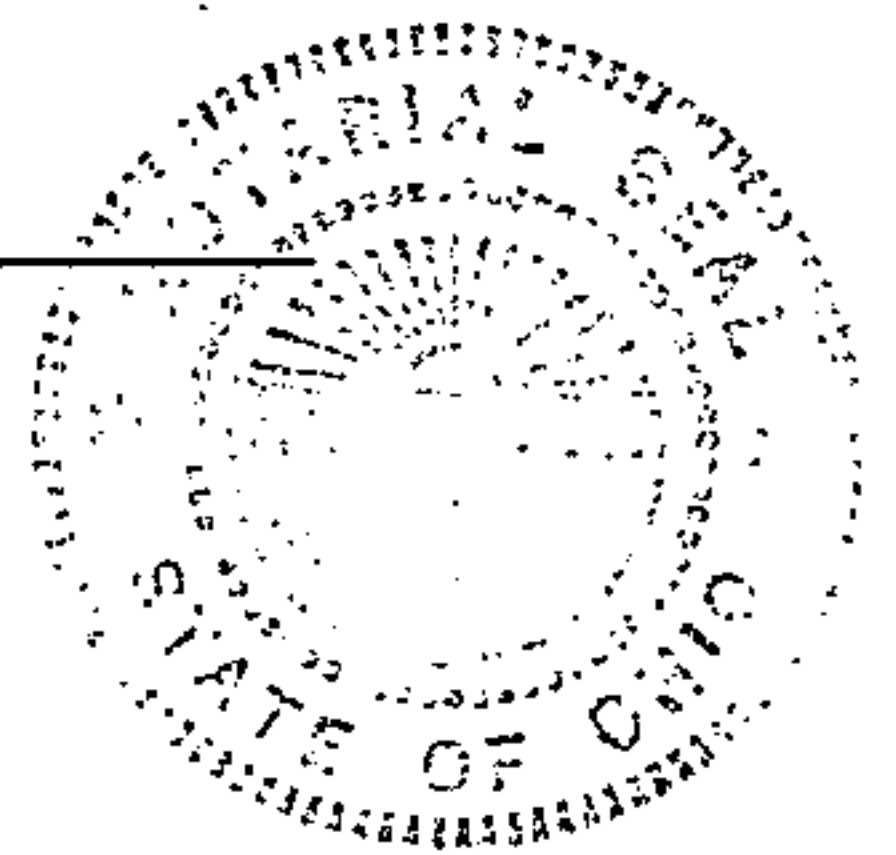
VOL. 683

STATE OF OHIO)
COUNTY OF HAMILTON) SS

The foregoing instrument was acknowledged before me this 24th day of August, 1983, by Miriam Rosenberger, a General Partner of Towne Properties, Ltd., an Ohio limited partnership, on behalf of the limited partnership.

Elaine Neale
Notary Public

ELAINE NEALE
Notary Public, State of Ohio
My Commission Expires Nov. 7, 1987



This instrument prepared by:

Kathleen Hanson Zavatsky, Esq.
Smith & Schnacke
A Legal Professional Association
2900 DuBois Tower
Cincinnati, Ohio 45202

RECEIVED FOR RECORD
KENTON J. KAHLER SR.
RECORDER

'83 AUG 24 AM 9:41

CLERMONT COUNTY
BATAVIA, OHIO

VOL _____ PG. _____

EXHIBIT A

VOL 683 PAGE 208

COMMON
DRIVEWAY

WOODCREEK P.U.D. BLOCK E PHASE II

RECORDED AUG 24 1983 FEE \$16.⁰⁰
KENNETH A. KAHLE, SR.-RECORDER-CLERK CO., OHIO

TOTAL LOTS : 57.774 AC
TOTAL STREET : 5.006 AC
TOTAL PATHWAY : .002 AC
TOTAL : 41.048 AC

Time Stamp on

third Page