

HOPEWELL TRAILS

DECLARATION OF SHARED ACCESS EASEMENT TOGETHER WITH COVENANTS AND RESTRICTIONS FOR ITS USE AND MAINTENANCE

December 15, 2003
CORRECTIVE AGREEMENT

This is a corrective agreement for the Shared Access Easement previously recorded in Volume 1826, Page 5 of the Official Records of the Recorder, County of Muskingum, State of Ohio.

Now comes the undersigned being the owner of lots 3, 4, 6, 9-11 at Hopewell Trails as recorded and contained within the General Warranty Deed recorded in Volume 1741, Page 224, 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:

S. Wengert
next to me
(SM)

→ Lots 7 and 8 do not participate in maintenance or use of shared access.

1. The owners of lots 3, 4, 6, 9 - 11 at Hopewell Trails shall take ownership of a lot subject to the perpetual and non-exclusive shared access easement for the purposes of ingress and egress and for all ordinary driveway purposes as shown on Driveway Exhibit "A".

2. Any conveyance of a lot which is a part of the Property from Countrytyme Grove City Ltd. 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 Countrytyme Grove City Ltd. remains an owner of one or more lots in the Property and has obligations of maintenance hereunder, Countrytyme Grove City Ltd. shall have no further obligation to each grantee.

3. The Driveway Area shall be used only for ingress and egress.

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 common access driveway, each respective lot shall share expenses as listed below:

Ken Keller	A. Lot 3 share = 4%	C. Lot 10 share = 20%	Mike Taylor
Brandon White	B. Lot 4 share = 12%	D. Lots 6 & 9 share = 25% each	S. Mast & S. Wengert
	E. Lot 11 share = 14%	Mike Taylor	

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 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 indemnify and hold all other lot owners harmless from any claims, damages, costs or expenses arising out of the use of the driveway or Driveway Area.

8. Each lot (regardless of the number of owners of said lot) shall be entitled to one vote (hereinafter referred to as a "Lot Vote"). All decisions and establishing of procedures as to the extent or the need of maintenance, repair and upkeep of the common access driveway shall be as a majority of said Votes deem fit. Nothing in this agreement shall prevent a Lot Vote from being

exercised by proxy. If any owner institutes maintenance, repair, or upkeep procedures without the prior authority of all the Lot Votes, said owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the common access driveway.

9. This Maintenance Agreement may be modified so long as said modification is in writing, approved by the unanimous consent of all Lot 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 Lot 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 lot.

11. If the parties are not able to agree as to what expenses for maintenance, repair or upkeep are 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 chair-person 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.

Jacob Wengard Jennie Wengard 5/12/04
Buyer Buyer Date

↑
deceased father of Steve Wengard, current owner
of lots 7, 8, & 9.