

**DECLARATION OF CONSTRUCTION AND MAINTENANCE OBLIGATIONS OF  
SHARED DRIVEWAY EASEMENT**

Prepared by and return to:

Kooperman Mentel Ferguson Yaross, 250 E. Town Street, Suite 200, Columbus Ohio 43215

THIS DECLARATION OF CONSTRUCTION AND MAINTENANCE OBLIGATIONS OF SHARED DRIVEWAY EASEMENT (the "**Declaration**") is made and entered into as of the 28 day of September, 2022, by **Siemer Land, LLC, an Ohio limited liability company** ("**Declarant**") for its benefit and for the benefit of its successors and assigns.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that tract of real property located in Kingston Township, Delaware County, Ohio, and legally described and depicted on Exhibit A, attached hereto (the "**Property**");

WHEREAS, Declarant intends to replat the Property in to a subdivision of five (5) lots, numbered 259 through 263, inclusive, titled "The Fairways at Blue Church Section 1, Lot 171, Division 1" (the "**Plat**");

WHEREAS, the Plat creates that certain 40' Shared Driveway Easement (as depicted on the Plat, the "**Shared Driveway Easement**") over and across certain real property to be commonly known as Lot 262 as more particularly shown on the Plat (as described on Exhibit B, "**Lot 262**"), connecting Blue Church Road to certain real property to be commonly known as Lot 263 as more particularly shown on the Plat (as described on Exhibit C, "**Lot 263**" and shown on Exhibit D).

WHEREAS, within the Shared Driveway Easement there shall be constructed a driveway

(dimensions approximately 16 feet x 281.30 feet, plus the apron and drive culvert, as shown on Exhibit D, the “**Shared Driveway**”), which will provide ingress and egress to and from and between, as applicable, Blue Church Road, Lot 262, and Lot 263.

WHEREAS, Declarant desires to establish and confirm certain easement rights and obligations related to the Shared Driveway Easement and the Shared Driveway, as set forth below;

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following terms, which are for the purpose of enhancing and protecting the value of the Property. These easements, rights and obligations shall be real covenants running with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

1. Definitions. As used in this Declaration, the capitalized terms set forth and defined hereinafter in this Section 1 shall have the meanings indicated. Other terms may be defined elsewhere in this Declaration.

(a) “**Lot 262 Owner**” shall mean the Owner of Lot 262 at the time in question.

(b) “**Lot 263 Owner**” shall mean the Owner of Lot 263 at the time in question. Lot 262 Owner and Lot 263 Owner are each herein sometimes an “**Owner**” and collectively the “**Owners**.”

2. Shared Driveway Easement. Declarant declares, grants, reserves and establishes for the benefit of the Lot 262 Owner and Lot 263 Owner a perpetual, nonexclusive easement for ingress, egress and access through over and across the Shared Driveway Easement.

3. Construction, Maintenance and Repair. The initial construction, maintenance, repair and replacement of the Shared Driveway shall be done in a manner which will cause the least amount of interference with each Owner’s use of its own respective parcel. The Lot 262 Owner and Lot 263 Owner shall share equally (50/50) the costs for all construction, maintenance, repair and replacement for the Shared Driveway. The party completing such work shall invoice the other party for such costs, and provide supporting documentation. Such repayment shall be due within thirty (30) days of such request.

4. Damage. Any Owner causing damage to the Shared Driveway shall be solely responsible for the costs to repair such damage.

5. Obstruction. No party shall erect or construct, or cause to be erected or constructed, any fence, wall, curb or other barrier in the Shared Driveway Easement Area that materially interferes with or restricts the use and enjoyment by any party of the easements granted hereunder, except as may be expressly provided herein or except with the express written agreement of the other party.

6. Reserved Rights. Each Owner shall have the right to use such Owner's parcel for any purpose and to any extent not inconsistent with the rights granted to the other Owner hereunder. Lot 262 Owner has no rights to use Lot 263 or the driveway located on Lot 263.

7. Benefit and Burdens. The easements, rights and obligations granted and/or reserved hereunder shall be easements and covenants running with the land, and shall be binding upon and inure to the benefit of the Owners, their respective successors and assigns and all those claiming by, through or under each such Owner, including the successors in title with respect to the Property.

8. Amendment. This Declaration may be amended, modified or terminated only by a written instrument executed by all of the then-owners of the Property and recorded in the Delaware County public registry.

9. No Dedication for Public Use. Nothing contained herein is intended to be, or shall be construed or deemed to constitute, a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

IN WITNESS WHEREOF, Declarant has executed this instrument under seal, the day and year first above written.

Declarant:

**Siemer Land, LLC,  
an Ohio limited liability company**

By: [Signature]  
Robert J. Weiler, Jr., Member

STATE OF Ohio  
COUNTY OF Franklin

I, Shana Vollmar, a Notary Public of the County and State aforesaid, do hereby certify that Robert J. Weiler, Jr., Member of Siemer Land, LLC, an Ohio limited liability company personally appeared before me this day 28 of September 2022, and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company

Shana Vollmar  
Notary Public  
My commission expires: 2/11/2026

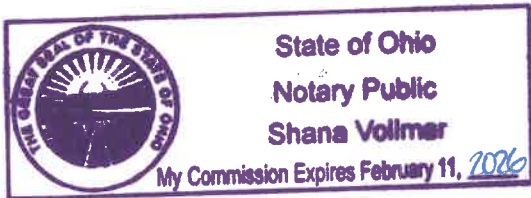


Exhibit A  
Legal Description

*Situated in the State of Ohio, County of Delaware, Township of Kingston, and being part of Farm Lot 9, Section 4, Township 5 North, Range 17 West, and containing 13.519 acres and being all of existing Lot 171 of The Fairways at Blue Church Section 1, as shown on the recorded plat thereof, of record in Plat Cabinet 4, Slide 5, (and also Official Record 830, Page 1460 / Instrument Number 200800003920), Recorder's Office, Delaware County, Ohio, said Lot 171 conveyed to Siemer Land, LLC, of record in Official Record 450, Page 1569 / Instrument Number 200300080728.*

Exhibit B  
Legal Description of Lot 262

Situated in the State of Ohio, County of Delaware, Township of Kingston, and being part of Farm Lot 9, Section 4, Township 5 North, Range 17 West, United States Military Lands, and containing 2.773 acres of land, more or less, and being all of Lot 262 of "The Fairways at Blue Church Section 1 Lot 171 Division 1", as shown on the recorded plat thereof, of record in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, (and also Official Record \_\_\_\_, Page \_\_\_\_ / Instrument Number 2022\_\_\_\_), Recorder's Office, Delaware County, Ohio, said 2.773 acre Lot 262 conveyed to Siemer Land, LLC, of record in Official Record 450, Page 1569 / Instrument Number 200300080728.

Exhibit C  
Legal Description of Lot 263

Situated in the State of Ohio, County of Delaware, Township of Kingston, and being part of Farm Lot 9, Section 4, Township 5 North, Range 17 West, United States Military Lands, and containing 2.918 acres of land, more or less, and being all of Lot 263 of "The Fairways at Blue Church Section 1 Lot 171 Division 1", as shown on the recorded plat thereof, of record in Plat Cabinet \_\_\_\_, Slide \_\_\_\_, (and also Official Record \_\_\_\_, Page \_\_\_\_ / Instrument Number 2022\_\_\_\_), Recorder's Office, Delaware County, Ohio, said 2.918 acre Lot 263 conveyed to Siemer Land, LLC, of record in Official Record 450, Page 1569 / Instrument Number 200300080728.

