

**Exhibit " D "**

**DECLARATION OF COMMON ACCESS DRIVE EASEMENT TOGETHER WITH  
COVENANTS AND RESTRICTIONS FOR ITS USE AND MAINTENANCE**

**PERRY RIDGE**  
**Perry Ridge Subdivision Lots # 1-10, Perry County  
& Perry Ridge Tracts A-B, Muskingum County**

1. The owners of Lots #1-10 at Perry Ridge Subdivisions as recorded in \_\_\_\_\_ in the Perry County Recorder's Office and Tracts A-B as described in Exhibits "A-B" and shown on the attached Exhibit "E" shall take ownership of said Lots/Tracts subject to a 50' Wide Easement and 16' Wide Easement for ingress and egress, utility placement and for all ordinary driveway purposes on, over and across so much of each respective Tract as shown on the attached Exhibit "E"(the "Driveway Area").
2. The Driveway Area shall be used only for ingress, egress and utility purposes and not for parking of motor vehicles, boats, trailers or any other equipment. It shall be kept free of all trash, debris, garbage or other unsightly obstacles. No owner of any Lot/Tract shall in any way obstruct or in any way impede or impair the proper usage of the common driveway and Driveway Area for any other Lot/Tract owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to Lots # 1-10 and Tracts A-B.
3. The Driveway Area shall be kept in a tidy and attractive manner and shall be maintained to permit free and safe use, passage and access to all persons having a right thereto. The mowing, snow and ice removal, maintenance, repair and replacement of the common driveway shall be shared among the owners of the Lots/Tracts with the owners of each Lot/Tract responsible for One-Twelfth (1/12) of the cost for such mowing, snow and ice removal, maintenance, repair and replacement. Decisions for the expending of funds for the common driveway or Driveway Area shall require majority approval of the owners of Lots #1-10 and Tracts A-B, with each Lot/Tract having one vote. No party shall unreasonably withhold approval and agreement to pay for the owner's pro rata share of such expense. Nothing in this agreement shall prevent a Lot/Tract vote from being exercised by proxy. The amounts due from each of the owners shall be a charge on the respective Lot/Tract and shall also be the personal, joint and several liability of each person who was an owner of a Lot/Tract at the time when such amount came due. If any owner fails to pay his or her share of any cost within thirty (30) days after receipt of the bill therefore, any of the other owners may bring an action at law against the owner personally obligated to pay the charge and take any steps legally necessary to the collection of any judgment so obtained, including foreclosure. Each Lot/Tract owner at Perry Ridge shall have the right to perform maintenance inside the entirety of the Easement Area at their own expense. If any owner institutes maintenance, repair, or upkeep procedures without the prior approval by majority votes, said owner shall be responsible for payment in full, regardless of whether or not said procedures benefit the common driveway. Extensive upgrades to the common driveway, including paving, etc. shall require unanimous approval of the owners of Lots #1-10 and Tracts A-B.
4. If any Lot/Tract subject to the easement is further subdivided and this Driveway Area is to be used as the access point for any new Lot/Tracts, then the allocation of expenses shall be reallocated with each Lot/Tract utilizing the Driveway Area sharing equally in the costs for mowing, snow and ice removal, maintenance, repair and replacement of the common driveway and decisions for expending of funds shall require majority approval of the owners of the Lots/Tracts utilizing the Driveway Area with each Lot/Tract having one vote.
5. Any owner making use of the Driveway Area for extraordinary purposes, such as construction of a residence or addition, or any utility installation requiring the use of the driveway by heavy trucks or other equipment, shall restore the common driveway and Driveway Area to as good a condition as it was in prior to the extra use. Such repairs shall be completed within a reasonable time after the extraordinary use ends.

6. Each Lot/Tract owner shall bear sole responsibility for any losses, damages, however occurring to the Lot/Tract owner, his or her family, visitors, agents, employees, tenants, licensees, or invitees and shall identify and hold all other Lot/Tract owners harmless from any claims, damages, costs or expenses arising out of the use of the common driveway or Driveway Area.
7. The easements, covenants and restrictions set forth herein shall bind the owners of Lots#1-10 and Tracts # A-B, their successors and assigns, who by their acceptance of any deed for either Tract agree to be bound hereby. These easements, covenants, and restrictions shall run with the land and shall not be merged due to common ownership.