

**RACCOON CREEK
MAINTENANCE PROVISIONS
Exhibit “ _ ”**

1.The owners of each lot constituting a part of the Property shall take ownership of a lot subject to the perpetual and non-exclusive easement for the purposes of ingress and egress and for all ordinary driveway purposes on, over and across so much of each respective lot. The owners of each lot shall also be subject to the perpetual and non-exclusive easement, defined as the “Common Area” on the Plat of Raccoon Creek Subdivision, for the purpose of access to and enjoyment of Raccoon Creek.

2.The Driveway Area shall be used only for ingress and egress 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. All trees, overhanging branches, or other obstructions to the free passage of public safety vehicles shall be removed and shall be kept removed and maintained at all times. No owner of any lot shall in any way obstruct or in any way impede or impair the proper usage of the common driveway for any other lot owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to any lot which is part of the Property.

3.The Common Access Area shall be used only for access to Raccoon Creek 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 shall in any way obstruct or in any way impede or impair the proper usage of the common area for any other lot owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to any lot which is part of the Property.

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, snow removal, 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 and the common access area, each respective lot shall be responsible for and is hereby charged an equal percentage of the total expenses as follows:

Lots 1-12 shall be 8.33%

6.Any owner making use of the Driveway or Common 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 as well as the Common 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 or common area shall be as a majority of said Votes deems 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 or the common area.

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.

12.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.

13.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.

Buyer

Buyer

Date

This instrument was prepared by James L. Wilcox -
Attorney At Law