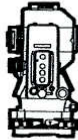


## **Exhibit " L "**

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

#### **Walnut Meadows Tracts # 2-5**

1. The owners of Tracts # 2-5 shall take ownership of said Tracts subject to an easement for a shared access point for ingress and egress, utility placement and for all ordinary driveway purposes on, over and across so much of each respective Tract as described in Exhibit "M" and shown on the attached Exhibit "N"(the "Common Access Drive Area ").
2. The Common Access Drive 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 Tract owner shall in any way obstruct or in any way impede or impair the proper usage of the common driveway and Common Access Drive Area for any other Tract owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to Tracts #2-5.
3. The Common Access Drive 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 Tracts with the owners of each Tract responsible for Twenty Five (25.00%) percent of the cost for such mowing, snow and ice removal, maintenance, repair and replacement. Decisions for the expending of funds for the driveway or Common Access Drive Area shall require majority approval of the owners of Tracts # 2-5, with each 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 Tract vote from being exercised by proxy. The amounts due from each of the owners shall be a charge on the respective Tract and shall also be the personal, joint and several liability of each person who was an owner of a 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. 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, gating etc. shall require unanimous approval of the owners of Tracts #2-5.
4. Tract 6 shall also be party to this easement agreement and all provisions of this declaration shall apply to Tract 6 only if any owner of Tract 6 every chooses to utilize the Common Access Driveway Area for access into said Tract. If Tract 6 chooses to utilize the Common Access Drive Area or if any Tract subject to the easement is further divided and this Common Access Drive Area is to be used as the access point for any new Tracts, then the allocation of expenses shall be reallocated with each Tract utilizing the Common Access Drive 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 Tracts utilizing the Common Access Drive Area with each Tract having one vote.
5. Any owner making use of the Common Access Drive 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 Common Access Drive 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 Tract owner shall bear sole responsibility for any losses, damages, however occurring to the Tract owner, his or her family, visitors, agents, employees, tenants, licensees, or invitees and shall identify and hold all other Tract owners harmless from any claims, damages, costs or expenses arising out of the use of the common driveway or Common Access Drive Area.
7. The easements, covenants and restrictions set forth herein shall bind the owners of Tracts # 2-6, 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.



**S.A. ENGLAND SURVEYING**

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Buckeye Lake, Ohio 43008



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Phone: 740-323-0644

Fax: 740-323-0272

Ohio Phone: 1-800-551-5844

**Legal Description  
Common Access Drive Area**

Situated in the Township of Walnut, County of Pickaway, State of Ohio, and being a part of Section 28, Township 9N, Range 21W, of the Congress Lands, and being more particularly described as follows;

Being a Survey of a **COMMON ACCESS DRIVE AREA** across part of a 157.604 Acre parcel conveyed to Countrytyme Land Specialists, Ltd., as recorded in O.R. Book 793, Page 330, in the Pickaway County Deed Records, also being part of Auditor's P.P.N. M30-0-003-00-117-00, and further described as follows;

Commencing at a railroad spike found at the intersection of the centerlines of Hagerty Road and Winchester Road, and being a common corner to Section 27, Section 28, Section 33, and Section 34;

Thence, N 86°22'43" W 815.32 feet with the centerline of Hagerty Road, the same being the South line of Section 28, to a point on the South line of said 157.604 Acre parcel, being the **PRINCIPLE PLACE OF BEGINNING** of the **COMMON ACCESS DRIVE** herein to be described;

Thence, N 86°22'43" W 800.00 feet continuing with the centerline of Hagerty Road, the same being the South line of Section 28 and said 157.604 Acre parcel, to a point;

Thence leaving Hagerty Road with a line across said 157.604 Acre parcel, of which this description is a part, with the following three (3) courses and distances:

- 1) N 03°37'17" E 100.00 feet to an iron pin set, and passing over an iron pin set at 30.00 feet;
- 2) S 86°22'43" E 800.00 feet to an iron pin set, and passing iron pins set at 400.00 feet and 515.00 feet respectively;
- 3) S 03°37'17" W 100.00 feet to the **PRINCIPLE PLACE OF BEGINNING**, and passing over an iron pin set at 70.00 feet

Said **COMMON ACCESS DRIVE AREA** as surveyed contains 1.837 Acres, more or less, and is subject to all legal easements, right of ways, zoning restrictions, and ordinances of record.

The bearings of the above description are based on the centerline of Hagerty Road, the same being the South line of Section 28, as being N 86°22'43" W, and is an assumed Meridian used to denote angles only.

All iron pins set are 5/8" o.d. iron pins 30" long with red caps labeled "S.A. ENGLAND #S-7452".

The above description was prepared by S.A. England Surveying, under the direct supervision of Scott A. England, Ohio Registered Surveyor #S-7452 from May of 2022 through July 1, 2023.

Dated 7/1/23

  
\_\_\_\_\_  
Scott A. England P.S.  
Ohio Registered Surveyor #7452

Job No. 3765-22PI-Easement



# Plat of Survey

Township of Walnut, County of Pickaway, State of Ohio, and being part of Section 28, Township 9N, Range 21W, of the Congress Lands.

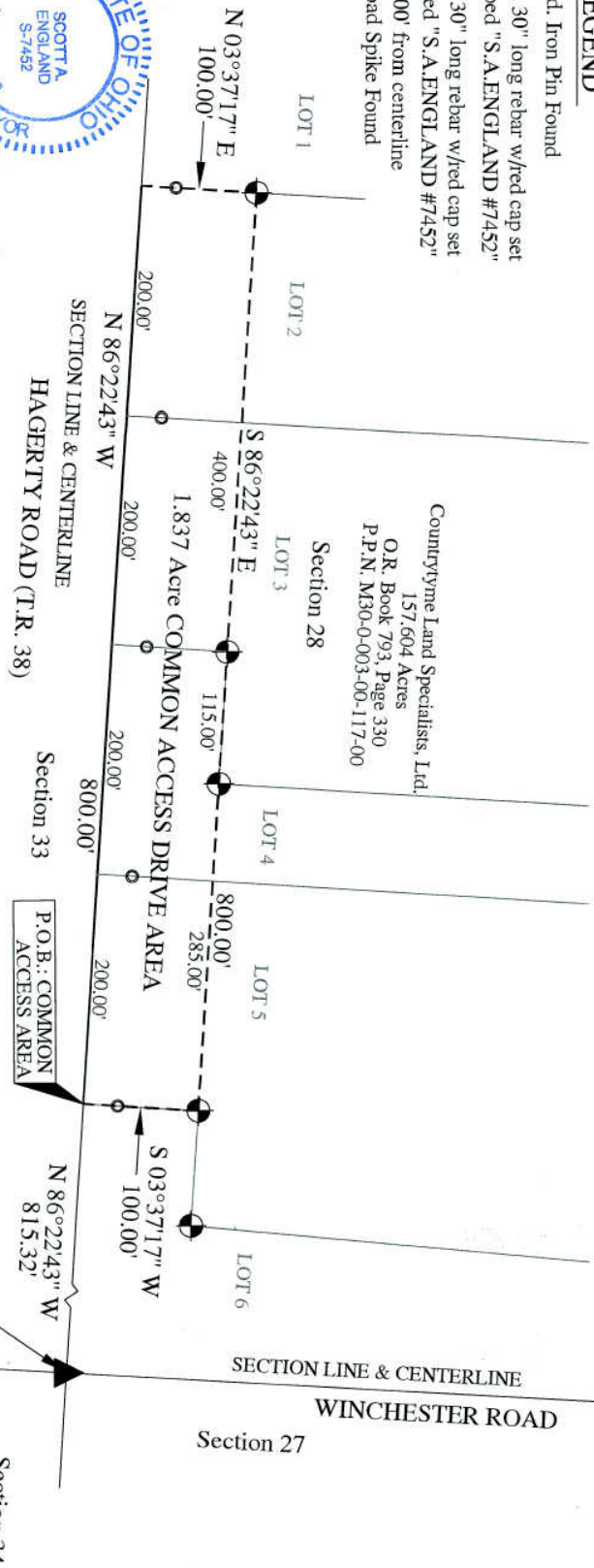
**BASIS OF BEARING**  
 The bearings of this plat are based on the centerline of Hagertry Road, the same being the South line of Section 28, as being N 86°22'43" W, and is an assumed Meridian used to denote angles only.

**PROPERTY LOCATION**

Being a Survey of a COMMON ACCESS DRIVE AREA across a 157,604 Acre parcel conveyed to Countrytyme Land Specialists, Ltd., as recorded in O.R. Book 793, Page 330, in the Pickaway County County Deed Records, also being part of Auditor's P.P.N. M30-0-003-00-117-00.

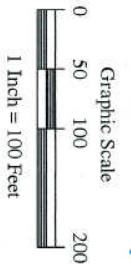
**LEGEND**

- - 5/8" o.d. Iron Pin Found
- ⊙ - 5/8" x 30" long rebar w/red cap set stamped "S.A.ENGLAND #7452"
- - 5/8" x 30" long rebar w/red cap set stamped "S.A.ENGLAND #7452" @ 30.00' from centerline
- ▲ - Railroad Spike Found



Thereby certify that an actual survey of the premises was made, and that this plat is correct to the best of my knowledge.  
 Dated 7/1/13  
 Scott A. England, P.S.  
 Ohio Registered Surveyor #7452

PREPARED BY:  
 S.A. ENGLAND SURVEYING  
 Professional Land Surveying  
 P.O. Box 1770  
 Buckeye Lake, Ohio 43008  
 PHONE: 740-323-0644  
 email: saengland@surveyohio.com



P.O.C.: centerline intersection & Common Corner Section 27, Section 28, Section 33, Section 34