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DECLARATION 42.00
BOOK: 506 PAGE: 1802
PAGES: 3

DECLARATION OF COMMON DRIVEWAY 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**

This Declaration is made as of December 4, 2023, by Countrytyme Land Specialists Ltd, an Ohio Limited Liability Company ("Declarant"), under the following circumstances:

- A. Declarant is the owner of Lots # 1-10 at Perry Ridge Subdivision as recorded in Plat Book 6 Pages 45-46 in the Perry County Recorder's Office and Tracts A-B as recorded in Official Record Book 3177 Page 335 in the Muskingum County Recorder's Office. Said property is situated in Section 16, Harrison Township, Perry County, Ohio and Section 15 in Clay Township, Muskingum County, Ohio.
- B. Declarant wishes to submit the Property to the covenants, conditions, restrictions, and easements set forth in this Declaration.

NOW, THEREFORE, Declarant declares that all the Property shall be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms hereof.

1. The owners of Lots #1-10 at Perry Ridge Subdivision as recorded in Plat Book 6 Pages 45-46 in the Perry County Recorder's Office and Tracts A-B as described as recorded in Official Records Book 3177 Page 335 in the Muskingum County Recorder's Office 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 "A"(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.

Executed the day and year set forth above.


COUNTRYTYME LAND SPECIALISTS LTD (“Declarant”)

By: 
Mark Graham
Its: Managing Member

**STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:**

On this 4th day of December 2023, before me a notary public in and for said county, personally came Mark Graham, Managing member of Countrytyme Land Specialists Ltd, and Ohio Limited Liability Company, the Declarant in the foregoing easement, and acknowledge that he is duly authorized in these premises and the signing hereof to be his voluntary act and deed, individually and as such officer and the voluntary act and deed of the corporation.

WITNESS my official signature and seal on the day last above mentioned.


Notary Public

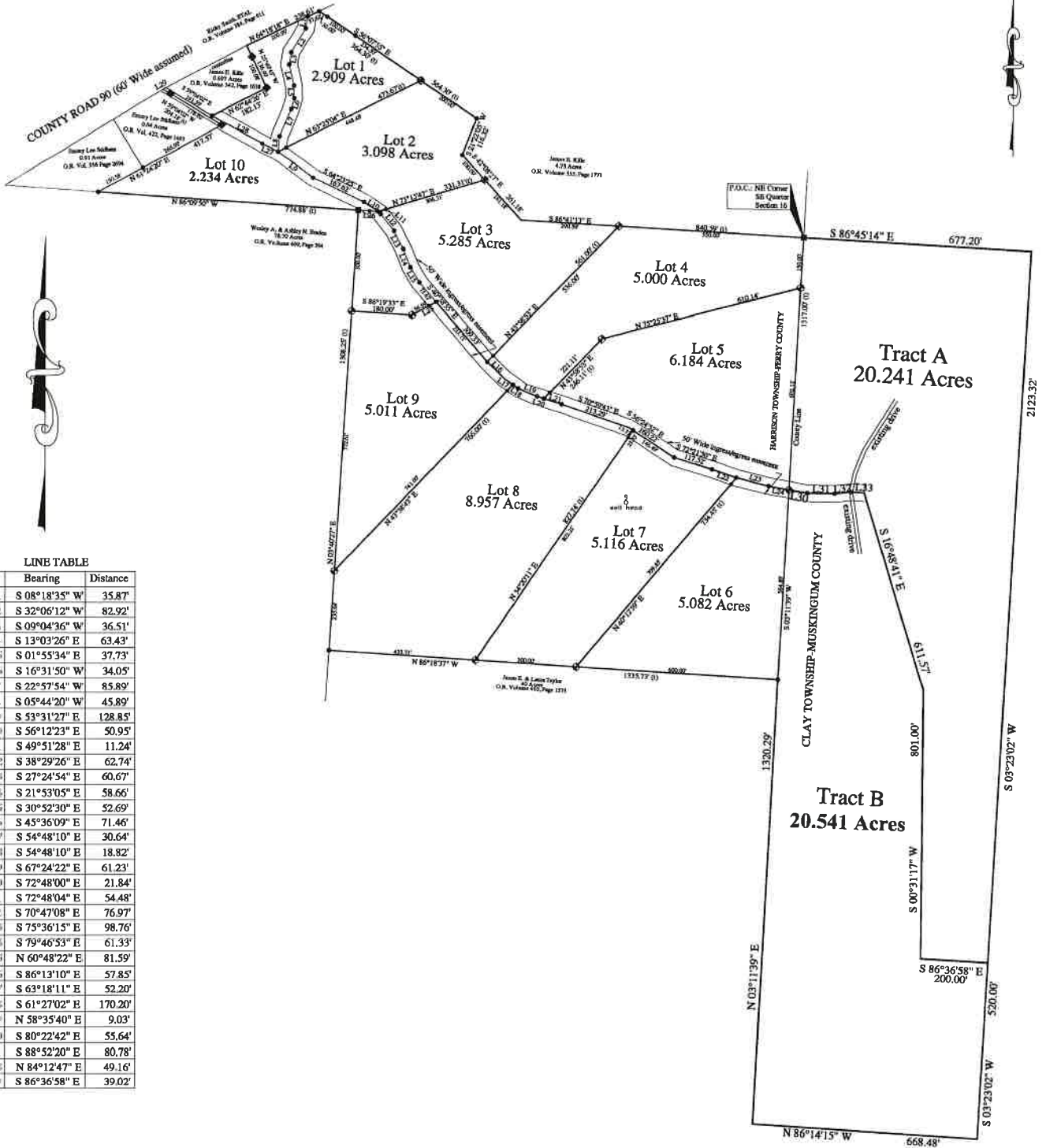


This instrument prepared by James L. Wilcox, Attorney at Law
3451 Cincinnati Zanesville Rd SW, Lancaster, OH 43130

Exhibit "A"

PERRY RIDGE

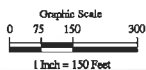
Township of Harrison, County of Perry, State of Ohio, part East Half of Section 16,
 Township 14N Range 18W, of the Congress Lands East of the Scioto River,
 Township of Clay, County of Muskingum, State of Ohio, part Southwest Quarter
 of Section 15, Township 14N, Range 14W.



LINE TABLE

No.	Bearing	Distance
L1	S 08°18'35" W	35.87'
L2	S 32°06'12" W	82.92'
L3	S 09°04'36" W	36.51'
L4	S 13°03'26" E	63.43'
L5	S 01°55'34" E	37.73'
L6	S 16°31'50" W	34.05'
L7	S 22°57'54" W	85.89'
L8	S 05°44'20" W	45.89'
L9	S 53°31'27" E	128.85'
L10	S 56°12'23" E	50.95'
L11	S 49°51'28" E	11.24'
L12	S 38°29'26" E	62.74'
L13	S 27°24'54" E	60.67'
L14	S 21°53'05" E	58.66'
L15	S 30°52'30" E	52.69'
L16	S 45°36'09" E	71.46'
L17	S 34°48'10" E	30.64'
L18	S 54°48'10" E	18.82'
L19	S 67°24'22" E	61.23'
L20	S 72°48'00" E	21.84'
L21	S 72°48'04" E	54.48'
L22	S 70°47'08" E	76.97'
L23	S 75°36'15" E	98.76'
L24	S 79°46'53" E	61.33'
L25	N 60°48'22" E	81.59'
L26	S 86°13'10" E	57.85'
L27	S 63°18'11" E	52.20'
L28	S 61°27'02" E	170.20'
L29	N 58°35'40" E	9.03'
L30	S 80°22'42" E	55.64'
L31	S 88°52'20" E	80.78'
L28	N 84°12'47" E	49.16'
L29	S 86°36'58" E	39.02'

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





202300004515

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PERRY COUNTY, OHIO
JACKIE HOOVER, RECORDER
12/05/2023 10:54 AM

DECLARATION 50.00
BOOK: 506 PAGE: 1805
PAGES: 4

DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS (2)

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

This Declaration is made as of December 4, 2023, by Countrytyme Land Specialists Ltd, an Ohio Limited Liability Company ("Declarant"), under the following circumstances:

- A. Declarant is the owner of Lots # 1-10 at Perry Ridge Subdivision as recorded in Plat Book 6 Pages 45-46 in the Perry County Recorder's Office and Tracts A-B as recorded in Official Record Book 3177 Page 335 in the Muskingum County Recorder's Office. Said property is situated in Section 16, Harrison Township, Perry County, Ohio and Section 15 in Clay Township, Muskingum County, Ohio.
- B. Declarant wishes to submit the Property to the covenants, conditions, restrictions, and easements set forth in this Declaration.

NOW, THEREFORE, Declarant declares that all the shall be held, sold, conveyed and occupied subject to the following covenants and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with, the land and each part thereof, and be binding on all parties having any right, title or interest in the land and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Declarant, each Lot/Tract owner, and the respective heirs, successors and assigns of the Declarant and each Lot/Tract owner.

USE:

- 1) No garage, unfinished dwelling, travel-trailer or tent shall at any time be used as a primary residence.
- 2) Camping is permitted on the Lots/Tracts, however, shall be limited to no more than 6 consecutive months during a 12 month period. (Longer terms shall be considered residences)
- 3) Singlewide manufactured dwellings shall not be placed on any Lot/Tract for any reason.
- 4) No structures shall be built within 10 (ten) feet of any survey boundary line.

BUSINESS/TRADE:

- 1) No noxious or offensive trade shall be carried on upon any Lot/Tract.
- 2) Lot/Tract owners shall be permitted to build multiple cabins on their Lot/Tract for the purpose of operating a transient recreational cabin rental business.

CONDITION/MAINTENANCE:

- 1) No nuisance or obnoxious condition shall be maintained on the property, including but not limited to junk, scrap, paper, or debris of any kind or other unsightly conditions, No tract shall be used or maintained as a dumping ground for rubbish or trash. Garbage, trash, or other waste shall be kept in sanitary containers and all incinerators or other devices for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- 2) Automotive and farm equipment in inoperative condition shall not be exposed to public view. No worn out, discarded automobiles, machinery or vehicles, or part thereof shall be used for automobile junk piles or the storage of any kind of junk or waste material.

ANIMALS:

- 1) Swine shall be permitted, but shall be limited to twenty (20) swine on any lot. Fowl are permitted, but shall be maintained in a way that is not disruptive to the neighborhood, and in no case shall exceed one hundred (100) fowl on any lot. Domestic farm animals (including but not limited to horses, cattle, sheep, goats and llamas) are permitted.
- 2) Dogs, cats and other household pets shall not be raised, bred or maintained for commercial purposes.

EASEMENTS:

Lots/Tracts at Perry Ridge are subject to 50' Wide Easement and 16' Wide Easement for ingress and egress, utility placement and for all ordinary driveway purposes as shown on the attached Exhibit "A". See Declaration of Common Access Drive Easement together with Covenants and Restrictions for its Use and Maintenance recorded in Official Record Book 506, page 182 in the Perry County Recorder's Office.

Lot/Tract owners at Perry Ridge agree to grant utility easements to serve any Lot/Tract at Perry Ridge

AMENDMENTS:

Until the date of the transfer of the last remaining interest in the property, the Declarant may, with the consent of a majority of the owners, annual, waive, change, enlarge, and modify the provisions hereof within respect to the real property hereby conveyed or any part thereof. No change of the provision hereof shall be made, however, which will deprive the Owner or Owners of any Lot/Tract or any part thereof or further limit the use or enjoyment thereof without the consent of such owner or Owners. After the last remaining interest in the property has been transferred from the Declarant, then modifications to the provisions hereof may only be made with unanimous consent of Lot/Tract owners.

ENFORCEMENT:

Declarant shall not be obligated to enforce these covenants. Enforcements of these covenants is the responsibility of the Lot/Tract owners of Perry Ridge. Any Lot/Tract owner shall have the right to enforce by any proceeding at law or in equity, any and all of these protective covenants and restrictions now or hereafter amended. Failure of Declarant or a Lot/Tract owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so at a later time. Invalidation of any one of the provisions hereof by judgment or court order shall in no way affect any other provision of the agreement which shall remain in full force and effect. Declarant shall not be obligated to join or assist in any suit brought by any Lot/Tract owner or owners against another Lot/Tract owners to enforce these restrictions.

ACCEPTANCE:

The grantee of any Lot/Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such tract, shall accept such deed or contract upon and subject to all provisions contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

Executed the day and year set forth above.

COUNTRYTYME LAND SPECIALISTS LTD (“Declarant”)

By: _____


Mark Graham

Its: Managing Member

**STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:**

On this 4th day of December 2023, before me a notary public in and for said county, personally came Mark Graham, Managing member of Countrytyme Land Specialists Ltd, and Ohio Limited Liability Company, the Declarant in the foregoing easement, and acknowledge that he is duly authorized in these premises and the signing hereof to be his voluntary act and deed, individually and as such officer and the voluntary act and deed of the corporation.

WITNESS my official signature and seal on the day last above mentioned.



Notary Public

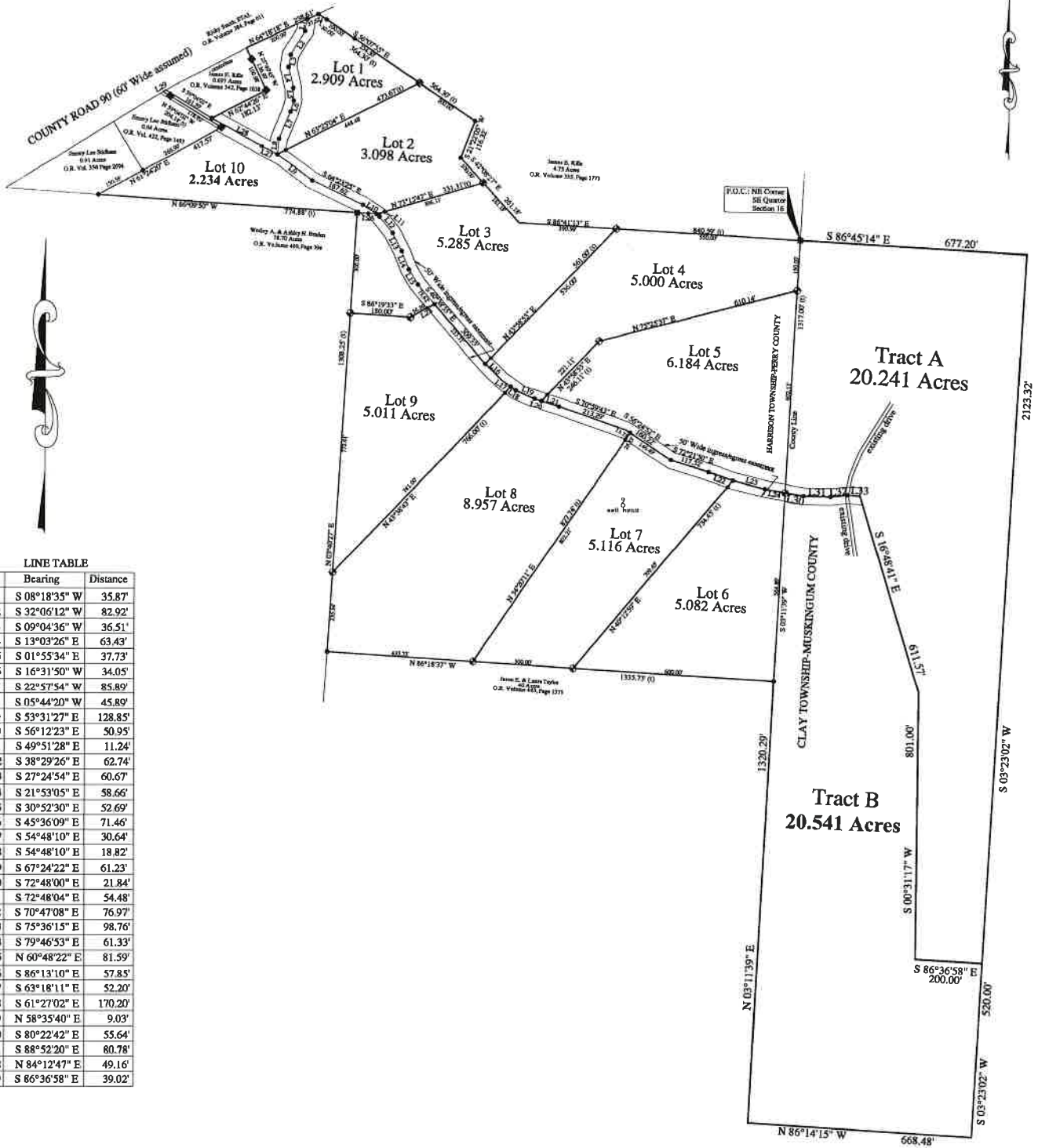


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PREPARED BY:
 S.A. ENGLAND SURVEYING
 Professional Land Surveying
 P.O. Box 1770
 Buckeye Lake, Ohio 43008
 PHONE: 740-323-0644
 email: saengland@surveyohio.com

