

**Exhibit " K "**

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

**Skyline Acres Tracts # 8-9  
(Skyline Heights Subdivision Lots 18-19)**

1. The owners of Lots # 18-19 in Skyline Heights Subdivision, described in Exhibit "I" shall take ownership of said Lots subject to a .601 acre easement for a shared access point for ingress and egress, utility placement and for all ordinary driveway purposes, as attached hereto and shown on the attached Exhibit "M"(the "Easement Area").
2. The Easement 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 Lot owner shall in any way obstruct or in any way impede or impair the proper usage of the common driveway and Easement Area for any other Lot owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to Lots # 18-19.
3. The Easement 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 with the owners of each Lot responsible for Fifty (50.00%) 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 Easement Area shall require majority approval of the owners of Lots # 18-19, with each Lot 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 vote from being exercised by proxy. The amounts due from each of the owners shall be a charge on the respective Lot and shall also be the personal, joint and several liability of each person who was an owner of a Lot 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 Lots # 18-19.
4. If any Lot subject to the easement is further subdivided and this Easement Area is to be used as the access point for any new Lots, then the allocation of expenses shall be reallocated with each Lot utilizing the Easement 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 utilizing the Easement Area with each Lot having one vote.
5. Any owner making use of the Easement 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 Easement 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 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 identify and hold all other Lot owners harmless from any claims, damages, costs or expenses arising out of the use of the common driveway or Easement Area.
7. The easements, covenants and restrictions set forth herein shall bind the owners of Lots # 18-19, their successors and assigns, who by their acceptance of any deed for either Lot agree to be bound hereby. These easements, covenants and restrictions shall run with the land and shall not be merged due to common ownership.

**COUNTRYTYME LAND SPECIALISTS, LTD. (GRANTOR)**  
**0.601 ACRE AREA OF EASEMENT**

Situate in the Township of Pebble, County of Pike, State of Ohio, being within Virginia Military Survey Number 12630 and Virginia Military Survey Number 10559-10561, and also being an area of easement for ingress, egress, utility placement and maintenance across part of Lot Number 18 and Lot Number 19 of the Skyline Heights Subdivision as recorded in Plat Book 5, Page 47, Pike County Recorder's Office as conveyed to Countrytyme Land Specialists, LTD. as recorded in O. R. Volume 392, Page 396, Pike County Official Records, being within Parcel Number 14-036518.0000 (Lot Number 18) and within Parcel Number 14-036519.0000 (Lot Number 19), and being bounded and described as follows:

Beginning at a ½ inch diameter iron rebar (found) in the east right-of-way line of Golf Course Road (C-32) (40.00' R/W, see Plat Book 3, Slide 279, Pike County Recorder's Office), said rebar bears N.10Deg.07'47"E. 1399.38 feet from a reference ¼ inch diameter iron spike (found) at the intersection of the centerlines of said Golf Course Road and Clines Chapel Road (C-33) (40.00' R/W, see Plat Book 5, Page 47, Pike County Recorder's Office for road dedication), said rebar being the northernmost corner of Lot Number 17 in said Skyline Heights Subdivision as conveyed to Anthony A. Moraleja (O. R. Volume 277, Page 1628, P.C.O.R., Parcel Number 14-036517.0000);

thence with the east right-of-way line of said Golf Course Road for the next two (2) calls, N.31Deg.33'02"E. 30.12 feet to a ½ inch diameter iron rebar (found);


thence N.30Deg.41'44"E. 30.00 feet to a ½ inch diameter iron rebar (set), said rebar being the westernmost corner of Lot Number 20 in said Skyline Heights Subdivision conveyed to Countrytyme Land Specialists, LTD. (O. R. Volume 392, Page 396, Parcel Number 2, P.C.O.R., Parcel Number 14-036520.0000);

thence leaving the east right-of-way line of said Golf Course Road and with said Lot Number 20 in said Skyline Heights Subdivision conveyed to said Countrytyme Land Specialists, LTD. and then being through said Lot Number 19 in said Skyline Heights Subdivision, S.58Deg.54'44"E., passing a ½ inch diameter iron rebar (found) at 411.11 feet, a total distance of 431.11 feet to a point;

thence with another line through said Lot Number 19 in said Skyline Heights Subdivision and then through Lot Number 18 in said Skyline Heights Subdivision, S.31Deg.04'52"W. 61.46 feet to a point;

thence with another line through said Lot Number 18 in said Skyline Heights Subdivision and then being with said Lot Number 17 in said Skyline Heights Subdivision conveyed to said Anthony A. Moraleja, N.58Deg.44'05"W., passing a ½ inch diameter iron rebar (found) at 63.38 feet, a total distance of 431.16 feet to the place of beginning containing 0.601 acres area of easement for ingress, egress, utility placement and maintenance, and being subject to all other legal rights-of-way and easements of record.

Bearings are based on the grid bearing S.28Deg.29'50"E., Ohio State Plane Coordinate System, Ohio South Zone, North American Datum 1983. The above legal description is based on an actual field survey performed by or under the direct supervision of Jeremy Hart Wallingford, Registered Land Surveyor Number 8539, on September 30, 2023 and January 24, 2024.

  
Jeremy Hart Wallingford  
Registered Land Surveyor Number 8539



DESCRIPTION APPROVED BY  
DENNY SALISBURY  
PIKE COUNTY ENGINEER

NOV 12 2024

CHECKED BY VST