

56106

DEDICATION OF A THIRTY FOOT WIDE PRIVATE ROADWAY
FOR INGRESS AND EGRESS TO "CHESTNUT WOODS"
FROM BENTON TOWNSHIP ROAD NUMBER 248
(CHESTNUT GROVE ROAD)

The undersigned, William J. Verner, owner of the lands shown on the accompanying plat and referred to therein as "Chestnut Woods" does hereby accept and approve the plat and survey of the thirty foot wide roadway easement described therein and does hereby dedicate said roadway for the use of present and future owners of the lots referred to on the accompanying plat as number 2, number 3, number 6, number 7, number 8, number 9, number 10, number 11, number 12, number 13, and number 14. Subject, however, to the following conditions and limitations which shall be binding upon present and future owners of said lots in "Chestnut Woods."

1. Present and future owners of each of said lots, their heirs, executors, administrators and assigns, shall have unrestricted use of the described internal private road from its intersection with Chestnut Grove Road (Township Road Number 248) to and through each of said owner's individual lot.

2. Each present and future owner of the above referenced lots shall share in the responsibility for repair, maintenance, and improvement of the internal private road from the point of its intersection with Chestnut Grove Road to and through each of said owner's individual lot.

3. A proposal to repair, maintain or improve a section of the internal private road may be initiated by any affected owner. An affected owner being defined as any owner who derives benefit from said repair, maintenance or improvement.

4. When a proposal for repair, maintenance or improvement is made in writing, a copy of such proposal shall be mailed by ordinary United States mail to each affected owner in the development. The owner initiating the proposal shall give notice of the time and place for the affected owners to give consideration to the proposal. The owner making the proposal shall preside over the meeting of the owners. The meeting shall be held within the "Chestnut Woods" development and cannot be held within the period of fifteen (15) days after the mailing of the notice of the proposal. At the meeting each affected lot shall be entitled to one (1) vote regardless of the number of record holding owners of the lot.

5. If the proposal for repair, maintenance or improvement be approved by a simple majority vote of the affected owners, then the cost of such approved repair, maintenance or improvement shall be apportioned equally among each affected lot and each affected lot owner shall be assessed and he shall promptly pay his apportioned share of the cost of the repair, maintenance or improvement.

6. Nothing herein contained shall prevent any owner from unilaterally, and without the consent of other affected or non-affected owners, maintaining or improving that portion of the internal private roadway passing through his lot, so long as he bears the entire cost of such maintenance or improvement. Likewise, any group of owners may at their own initiation jointly maintain, repair or improve those portions of the internal private road passing through their respective lots so long as these cooperating and participating owners bear the total cost of the repair, maintenance or improvement initiated and carried out by them.

7. These conditions relating to the dedication and the future repair, maintenance and improvement of the internal private roadways in "Chestnut Woods" may be enforced by present and future owners of the affected lots in the development by proceedings in law or in equity either for monetary damages, for civil collection of unpaid assessments or for mandatory injunctive relief and such proceedings may be maintained by present or future owners of any of the above referenced affected lots.

And Gayle A. Verner, wife of William J. Verner, does hereby join in the foregoing dedication for the purpose of releasing and relinquishing her right and expectancy of dower in the subject premises.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Louise J. Patterson
Don C. Patterson

William J. Verner
William J. Verner
Gayle A. Verner
Gayle A. Verner

STATE OF OHIO, COUNTY OF ROSS, ss:

Be it remembered that on this 20th day of August, 1984, before me, a notary public in and for the State of Ohio, personally came the above named William J. Verner and Gayle A. Verner, his wife, who acknowledged that they sign the foregoing agreement of plat acceptance and approval of private roadway dedication and that their execution of this instrument is their free and voluntary act and deed for all of the uses and purposes therein specified.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

Don C. Patterson
Don C. Patterson-Notary Public-State
of Ohio-Lifetime Commission

This instrument prepared by:
Don C. Patterson, Attorney at Law
Adelphi, Ohio 43101

RECEIVED IN HOCKING COUNTY, OHIO
at 1:30 O'CLOCK P
RECORDED Aug. 27 19 84
RECORDED plat VOL 2 PAGE 40
Book

AUG 27 1984

Donna R. Leach
RECORDER HOCKING COUNTY
LOGAN, OHIO 43138