

Exhibit “ S ”

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

Albany Woods Tracts # 1-3

1. The owners of Tracts # 1-3 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 Exhibits “A-C” and shown on the attached Exhibit “ W ” (the "Shared Drive").
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 Tract 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 Tract owner(s), their families, tenants, employees, invitees or licensees or any other party having legitimate access to Tracts #1-3.
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 Tracts with the owners of each Tract responsible for one-third (33.3%) 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 Tracts # 1-3, 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 #1-3.
4. If any Tract subject to the easement is further subdivided and this Easement 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 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 Tracts utilizing the Easement Area with each Tract 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 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 Easement Area.
7. The easements, covenants and restrictions set forth herein shall bind the owners of Tracts # 1-3, 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.