AFTER RECORDING, RETURN TO: Pigeon Roost, LLC, 2335 Buttermilk Crossing, Suite 326, Crecent Springs, KY 41017

DECLARATION OF PERMANENT EASEMENT AND MAINTENANCE TERMS

WHEREAS**, Pigeon Roost, LLC, a Kentucky Limited Liability Company** (hereinafter referred to as "**Developer**"), is the owner and developer of the Bennett Road Property subdivision (the "**Development**"), located in Clay County, Kentucky, as shown on the plat recorded in Plat Book _____, Page _____ of the Clay County Clerk's records further referred to as the ("**Leach Plat**") surveyed April 10, 2026 and dated April 22, 2026, by W. Thomas Leach, PLS3407; and

WHEREAS, access to and from Tracts 13 through 15, inclusive, in the Development is provided by virtue of an access Easement A as depicted on the recorded plat as a 20.0' Ingress Egress Easement for the benefit of Tracts 13-15 (the "**Easement A**"); and

WHEREAS, the Developer finds it necessary to declare the foregoing Easement A as a permanent easement for ingress to and egress from said Tracts, and to provide terms for the maintenance of said Easement A.

NOW, THEREFORE, Developer hereby declares the permanent easement as shown on the Leach Plat and hereby sets out terms for maintenance of the same, which permanent easement shall run with the land and be for the benefit of the Tracts located within the Development as further set forth herein.

1. **Grant of Easement "A"**. Tract 14, as shown on the Leach Plat, shall be burdened by, and Tracts 13 through 15, as shown on the Leach Plat, shall be benefited by, a nonexclusive, perpetual common access easement identified on the Leach Plat as 20.0' Ingress Egress Easement for the benefit of Tracts 13 through 15. Easement A shall be a private driveway, for ingress to and egress from Tracts 13 through 15, and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features. In the event of any discrepancy between the description of Easement A herein and its depiction on the Leach Plat, the plat depiction shall control as to location and width.

2. **Common Repair and Maintenance**. The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to the Easement A, shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 13, 14 and 15, as shown on the Leach Plat, shall each be responsible for one third (1/3) of such costs for Easement A. Should any Tract be subdivided, the grantees, owners, successors, and/or assigns of the resulting Tracts shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Tract based on the number of Tracts resulting from the subdivision, as shown on a recorded plat or deed that references the Leach Plat.

3. **Approval and Authorization for Work**.

A. Prior to any repair, maintenance, construction or reconstruction of the portion of the private driveway located within the Easement A for which the respective owners, grantees, successors and/or assigns of the Tracts will be in part responsible, an estimate shall be obtained for such repair, maintenance, construction or reconstruction and submitted to the owners of the Tracts for their review. If any owner of any of the Tracts is dissatisfied with such estimate, then no work shall be commenced for thirty (30) days following delivery of the initial estimate, during which period the dissatisfied owner or owners shall have the right to obtain additional estimates from reputable contractors. At the end of the thirty (30) day period, the owners shall execute a contract based on the lowest estimate obtained. The signatures of the owner(s) of a majority of the Tracts shall be sufficient to bind all owners.

B. In the event of any bona fide emergency, as hereinafter defined, a Tract owner may contract for repairs to be performed without prior notice to the other owners and such contract shall be binding upon all owners, the same as if executed by or contracted by all owners. An emergency for purposes of this Declaration shall be defined

as a situation in which essential services will be denied to any owner if repairs are not made immediately.

C. The foregoing notwithstanding, so long as the Developer owns any of the Tracts in the Development, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of the portion of the private driveway lying within Easement A in its sole discretion, and the owners of the Tracts shall be responsible for their respective shares of such costs.

4. **Payment of Approved Work**. Each owner shall pay their respective share within ten (10) days of receipt of the invoice from the contractor that performed the work. If the owner of any Tract fails to pay any amount which they are obligated to pay under this Declaration for repair, maintenance, construction or reconstruction or returning the premises to its original condition following repair, maintenance, construction or reconstruction, then in such event, the paying owner(s) may pay, but are not obligated to do so, the amount owed by the nonpaying owner(s) and the paying owner(s) shall, in addition to any rights and remedies at law, be subrogated to the lien rights granted to third party contractors by statute or, in addition thereto, shall have a lien by virtue of this Declaration against the property of the nonpaying owner(s) to the extent of payments made on behalf of the nonpaying owner(s), with interest thereon at eight percent (8%), per annum, on the unpaid balance and may institute foreclosure proceedings to enforce said lien rights**.**

5. **Use of the Easement**. The owners of the Tracts shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners over the Easement A described herein, as depicted on the Leach Plat. Normal ingress and egress shall include use by family, guests, invitees, tradesmen and others bound to or returning from the Tracts. No recreational use of the Easement A is permitted. By way of example, the Easement A shall not be used for the recreational operation of dirt bikes, ATVs or other off-road vehicles. Recreational horseback riding or other recreational use of animals is not permitted upon the Easement A, however, animals may be used for ordinary ingress and egress. The Easement A described herein may not be used for, or in connection with, any commercial mining, logging, or other commercial enterprise. Provided, however, that if subsurface mineral rights in the Development were severed from surface rights prior to the date of this Declaration, then any parties having an interest in those subsurface rights shall not be restricted from using any access easements or roads that existed prior to the date of this Declaration.

6. **Damage**. In the event the Easement A is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular Tract or are damaged by equipment in connection with construction on a particular Tract, then the owner of the Tract benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Easement A at the owner's expense and shall hold the owners of the other Tracts harmless from any liability in connection with such damage or repairs. For purposes of this Section 6, 'Easement A' means the 20.0' ingress and egress strip depicted on the Leach Plat, together with any driveway or road surface constructed therein. Any owner that negligently or intentionally causes damage to any portion of Easement A shall be obligated to promptly repair such damage at such owner's expense.

7. **Paving of Easement**. Notwithstanding any other provision herein, should an owner of any Tract benefited by this Easement A, desire to pave the common driveway located within Easement A on the Leach Plat, whether in asphalt or concrete, all of the owners of any Tracts that would be responsible for the cost thereof must agree in writing before any such work may commence. If the owner(s) of any Tract(s) do not approve the paving of the common driveway, then the owner or owners desiring to pave the common driveway may do so at their own expense without contribution from the dissenting owner(s).

8. **Successors and Assigns**. This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors, and assigns.

9. **Entire Understanding of the Parties**. This Declaration represents the entire understanding of the parties with respect to the matters contained herein and shall not be amended, altered, or changed except by instrument in writing executed by the parties hereto.

10. **Enforcement.** Means of enforcement of the provisions contained herein shall include, but not be

limited to, injunctive measures. The foregoing declarations and covenants may be enforced by any owner of any interest in Tracts 13 through 15 of Development, his/her/its heirs, executors, administrators, successors or assigns**.**

11. **Recording** – Because of the property rights conveyed herein, this Declaration shall be recorded with the **Clay County Clerk's Office.**

IN WITNESS WHEREOF, the undersigned hereby sets its hand this _____day of _____, 2024.

Pigeon Roost, LLC
A Kentucky Limited Liability Company

By: _____
JAY SCHELL (its Manager)

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me, a Notary Public, by **Pigeon Roost, LLC, a Kentucky Limited Liability Company**, by and through **JAY SCHELL**, its Manager, this ____day of _____, 20____.

_____
Notary Public
Print Name: _____
Comm. Expires: _____
I.D. Number: _____

This Instrument Prepared By:

William Everett Crouse, Esq.
Gribbell Law Firm, LLC. 5515 Timber Way Drive, Cincinnati, Ohio 45238 / 859-663-0727
Bill@gribbelllaw.com
[NO TITLE EXAMINATION PERFORMED BY PREPARER]