AFTER RECORDING, RETURN TO: Wolfe Creek, LLC., 2335 Buttermilk Crossing, Suite 326, Crecent Springs, KY 41017

DECLARATION OF PERMANENT EASEMENT AND MAINTENANCE TERMS

WHEREAS, access to and from Tracts 1 through 2, inclusive, in the Development is provided by virtue of an access easement as depicted on the recorded plat as an Ingress and Egress Easement for the benefit of Tract 1, further referred to as ("**Easement for the benefit of Tract 1"**);

WHEREAS, access to and from Tracts 4 and 10, inclusive, in the Development is provided by virtue of an access easement as depicted on the recorded plat as an Ingress and Egress Easement for the benefit of Tract 4, further referred to as ("**Easement for the benefit of Tract 4"**);

WHEREAS, access to and from Tracts 6 through 9, inclusive, in the Development is provided by virtue of an access easement as depicted on the recorded plat as an Ingress and Egress Easement for the benefit of Tracts 8 and 9, further referred to as **("Easement for the benefit of Tracts 8 and 9"**); and

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

NOW, THEREFORE, Developer hereby declares the permanent easement as shown on the plat recorded in Plat Book ___, Page _____, 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 for the Benefit of Tract 1**. Tract 2 shall be subject to a nonexclusive, perpetual common access easement across, over and through that portion Tract 2 identified as the Ingress and Egress Easement for the benefit of Tract 1, as shown on the plat recorded in the above mentioned Plat Book. Easement for the benefit of Tract 1 shall be a private driveway, for ingress to and egress from Tract 1, and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

2. **Grant of Easement for the Benefit of Tract 4**. Tract 10 shall be subject to a nonexclusive, perpetual common access easement across, over and through that portion Tract 10 identified as the Ingress and Egress Easement for the benefit of Tract 4, as shown on the plat recorded in the above mentioned Plat Book. Easement for the benefit of Tract 10 shall be a private driveway, for ingress to and egress from Tract 10, and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

3. **Grant of Easement for the Benefit of Tracts 8 and 9**. Tracts 6, 7, 8, and 9 shall be subject to, and benefited by a nonexclusive, perpetual common access easement across, over and through that portion of the development identified as the Ingress and Egress Easement for the benefit of Tracts 8 and 9, inclusive, as shown on the plat recorded in the above mentioned Plat Book. Easement for the benefit of Tracts 8 and 9 shall be a portion of Upper Wolf Creek Road that is no longer maintained by Owsley County, for ingress to and egress from Tracts 6 through 9, inclusive, and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

4. **Common Repair and Maintenance of Easement for the Benefit of Tract 1**. The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to Easement for the Benefit of Tract 1 shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 1 through 2, inclusive, shall be responsible for one half (1/2) of such costs. 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.

5. **Common Repair and Maintenance of Easement for the Benefit of Tract 4**. The cost of repair,

maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to the Easement for the Benefit of Tract 4, shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tract 10 and Tract 4, shall be responsible for one half (1/2) the costs of repair and maintenance for a first portion of the Easement for the Benefit of Tract 4, designated as ("L 17") that extends for 121.74' into Tract 10 on the plat. Tract 4 shall have the sole responsibility for the cost of repair, maintenance, construction, or reconstruction on the remaining portion of Easement for the Benefit of Tract 4. 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.

6. **Common Repair and Maintenance of Easement for the Benefit of Tracts 8 and 9**. The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to Easement for the Benefit of Tracts 8 and 9 shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 6 through 9, inclusive, shall be responsible for one fourth (1/4) of such costs. 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.

7. **Common Repair and Maintenance of Upper Wolf Creek Road**. Currently Owsley County maintains a portion of Upper Wolf Creek Road that adjoins Tracts 5 and 6 along an edge of the development until the designation of "End of Maintenance" on the plat. However, if Owsley County fails to maintain this portion of Upper Wolf Creek Road, then it shall be the shared responsibility of the owners of Tracts 5 through 9, inclusive for one fifth (1/5) of cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition. 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.

8. **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 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 in its sole discretion, and the owners of the Tracts shall be responsible for their respective shares of such costs.

9. **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**.**

10. **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 Easements described herein. 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 is permitted. By way of example, the Easement 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, however, animals may be used for ordinary ingress and egress. The Easement 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.

11. **Damage**. In the event the Easement 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 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. Any owner that negligently or intentionally causes damage to any portion any of the Easement shall be obligated to promptly repair such damage or repairs.

12. **Paving of Easement**. Notwithstanding any other provision herein, should an owner of any Tract benefited by this Easement, desire to pave the common driveway, 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).

13. **Option of Tract 2**. The owners of Tract 2 shall have the option to withdraw from the Declaration regarding the Easement for the benefit of Tract 1, in which case such Tract 2 shall no longer benefit from the Easement or be subject to maintenance provisions herein. If the Developer holds a mortgage on either Tract, however, the owners of such Tract shall first obtain the written consent of Developer prior to terminating their rights in and to the Easement. The owners of a Tract 2 if withdrawing from this Declaration shall cause to be recorded in the office of the Owsley County Clerk a termination of easement in which all the owners of Tract 2 shall release and quitclaim all of their right, title and interest in and to the Easement, and the owners, successors and/or assigns of such Tract shall thereafter have no right to use the Easement for ingress, egress, or any other purpose. Paragraph 1 hereof shall be amended so that the grantees, owners, successors and/or assigns of any Tracts remaining subject to this Declaration shall thereafter each be responsible for equal shares of the cost of repair, maintenance, construction or reconstruction within the Easement.

14. **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.

15. **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.

16. **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 1, 2, 4, 5, 6, 7, 8, 9, or 10 of the Development, his/her/its heirs, executors, administrators, successors or assigns**.**

17. **Recording** – Because of the property rights conveyed herein, this Declaration shall be recorded with the **Owsley County Clerk's office**.

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

Wolfe Creek, LLC.
A Kentucky Limited Liability Company

By: _____
JAY Q. SCHELL (its Manager)

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

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

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

This Instrument Prepared By:

William Everett Crouse

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]