AFTER RECORDING, RETURN TO: Martins Creek, LLC, 2335 Buttermilk Crossing, Suite 326, Crescent Springs, KY 41017

DECLARATION OF PERMANENT EASEMENT AND MAINTENANCE TERMS

WHEREAS, **Martins Creek, LLC, a Kentucky Limited Liability Company** (hereinafter referred to as "Developer"), is the owner and developer of the Martins Creek subdivision located in Clay County, Kentucky, as shown on the plat recorded in Plat Book 3, Page 32 of the Clay County Clerk's records (the "Development"); and

WHEREAS, access to and from Tract 3 and 4, inclusive, in the Development is provided by virtue of an access Easement A for ingress and egress, as depicted on the recorded plat as "**Easement A**";

WHEREAS, access to and from Tracts 3, 4, 5, and 6, inclusive, in the Development is provided by virtue of an access Easement B, as depicted on the recorded plat as "**Easement B**";

WHEREAS, access to and from Tracts 7, 8, and 11, inclusive, in the Development is provided by virtue of an access Easement C, as depicted on the recorded plat as "**Easement C**";

WHEREAS, access to and from Tracts 9, 10, 12-24 inclusive, in the Development is provided by virtue of an access Easement D, for ingress and egress, as depicted on the recorded plat as "**Easement D**";

WHEREAS, access to and from Tracts 9, 10, 12-15, and 23 inclusive, in the Development is provided by virtue of an access Easement E for ingress and egress, as depicted on the recorded plat as "**Easement E**";

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

NOW, THEREFORE, Developer hereby declares the permanent easement as shown on the plat recorded in Plat Book 3, Page 32, 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"**. Tracts 4, shall be subject to, and Tracts 3 and 4 shall be benefited by a nonexclusive, perpetual common access easement across, over and through that portion Tract 4 identified as Easement A, as shown on the above mentioned recorded plat, which Easement A shall be a private driveway, for ingress to and egress from Tracts 3, and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

2. **Grant of Easement "B"**. Tracts 4 and 5 shall be subject to, and Tracts 3,4, 5, and 6 shall be benefited by a nonexclusive, perpetual common access easement over a strip of land lying along and straddling the common boundary line between Tracts 4 and 5, as identified as Easement B as shown on the above mentioned recorded plat, which Easement B shall be a private driveway, for ingress to and egress from Tracts 3, 4, 5, and 6; and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

3. **Grant of Easement "C"**. Tracts 7 and 11 shall be subject to, and Tracts 7, 8, and 11 shall be benefited by a nonexclusive, perpetual common access easement over a strip of land lying along and straddling the common boundary line between tracts 7 and 11. As identified as Easement C as shown on the above mentioned recorded plat. Easement C shall be a private driveway, for ingress, egress, and utility from Tracts 7, 8, and 11 for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features. A portion of this easement runs across the land of Deborah Hinkle and shall be known as the "Deborah Hinkle Easement". The Deborah Hinkle Easement was granted to Martins Creek, LLC on December 9, 2025, Martins Creek hereby grants Tracts 7, 8, and 11 the use of this nonexclusive, perpetual common 20' access and utility easement across, over and through a portion of Deborah Hinkle's property. The Deborah Hinkle Easement is

recorded in the Right of Way Easements Book 5, page 284-291 of the Clay County Property Records. The Deborah Hinkle Easement is also shown on the above mentioned recorded plat. Easement C shall be a private driveway, for ingress, egress, and utility from Tracts 7, 8, and 11 for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

4. **Grant of Easement "D"**. Tracts 15-17, and 19-22, and 24 inclusive shall be subject to, and Tracts 9, 10, and 12–24 shall be benefited by a nonexclusive, perpetual common access easement across, over and through that portion of the development identified as Easement D as shown on the above mentioned recorded plat, which Easement shall be a private driveway, for ingress to and egress from Tracts 9, 10, 12-24 for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

5. **Grant of Easement "E"**. Tracts 9, 10, 12, 14, 15, and 23 inclusive shall be subject to, and Tracts 9, 10, 12-15, and 23 shall be benefited by a nonexclusive, perpetual common access easement across, over and through that portion of the development identified as the Easement E, as shown on the above mentioned recorded plat, which Easement shall be a private driveway, for ingress to and egress from Tracts 9, 10, 12-15, and 23 for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

6. **Access to Adjoining Property via Easement D:** The parties acknowledge that Easement D lies adjacent to real property located outside the platted Martins Creek subdivision (the "Adjoining Property") and that Tract 24 is intended to function as the controlled point of access between the Development and the Adjoining Property. For purposes of this Declaration, 'Adjoining Property' shall mean the real property owned now or hereafter by Developer contiguous to Tract 24 and lying outside the boundaries of the Plat. Notwithstanding any other provision of this Declaration: Easement D may be used to provide vehicular and pedestrian ingress, egress, utility, and construction access between Tract 24 and the Adjoining Property, to the extent such access is permitted by applicable law and any separate easement or access rights affecting the boundary between Tract 24 and the Adjoining Property.

No owner, nor any successor and assigns of such owner, of any other Tract benefited by Easement D, including without limitation Tracts 9, 12, 15, 20, 21, and 22, shall have any right to use Easement D, directly or indirectly, for ingress or egress to or from the Adjoining Property, and any such use is hereby expressly prohibited. Use of Easement D by the owner of Tract 24 and its successors and assigns for access to the Adjoining Property as permitted above shall be deemed a normal and allowable use of Easement D and shall not, in and of itself, be considered an overburdening or unauthorized expansion of Easement D. Any violation of this Section shall constitute a material breach of this Declaration and may be enjoined by Developer and/or any owner of an Easement D Benefitted Tract, in addition to any other remedies at law or in equity.

7. **Future Benefitted Tracts Accessed Through Tract 24.** If Developer or its successors or assigns acquires additional tracts of land within the Adjoining Property and grants such tracts lawful access to Easement D solely through Tract 24 (each, an "Additional Benefitted Tract"), then each Additional Benefitted Tract shall, upon recordation of the instrument granting such access, be bound by and subject to this Declaration as if originally named herein, including the Easement D maintenance and cost-sharing provisions. Each Additional Benefitted Tract shall be allocated a pro rata share of the Easement D maintenance costs as provided below, and Developer shall have the right, but not the obligation, to apportion among such Additional Benefitted Tracts all or a portion of the maintenance share associated with Tract 24. Any instrument granting Easement D access to an Additional Benefitted Tract shall state the resulting number of Easement D Benefitted Tracts and the resulting per-tract share, and shall be recorded in the Clay County Clerk's office.

8. **Common Repair and Maintenance of Easement A:** 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 3 and 4 shall each be responsible for one half (1/2) 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.

9. **Option of Tract 4 to Withdraw From Easement A.** The owner(s) of Tract 4 shall have the option,

at any time, to withdraw Tract 4 from participation in Easement A (the "Tract 4 Withdrawal Option"). The Tract 4 Withdrawal Option shall be exercised only by (a) executing and recording in the Clay County Clerk's Office a written instrument, in form reasonably acceptable to Developer, expressly releasing and quitclaiming all of Tract 4's rights as a dominant estate owner in and to Easement A and acknowledging that Tract 4 shall no longer be benefited by Easement A, and (b) delivering a copy of such recorded instrument to the then-owner of Tract 3. Upon the effective date of such recording, Tract 4 (and the owners, successors, and assigns of Tract 4) shall thereafter have no right to use Easement A for ingress, egress, utilities, or any other purpose, and Tract 4 shall no longer bear any share of the costs of repair, maintenance, construction, reconstruction, or restoration of Easement A. The withdrawal of Tract 4 from Easement A pursuant to this paragraph shall not affect or impair the easement rights of Tract 3 under Easement A, which shall remain in full force and effect.

10. **Common Repair and Maintenance of Easement B:** The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to the Easement B, shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 3, 4, 5, and 6 shall each be responsible for one quarter (1/4) of such costs for Easement B. 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.

11. **Common Repair and Maintenance of Easement C:** The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to the Easement C, shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 7, 8, and 11 shall each be responsible for one third (1/3) of such costs for Easement C including the portion of this easement that runs over the property of Deborah Hinkle as recorded in the right of way easements book 5, pages 284-296 in Clay County KY land records. It should be noted that Debroh Hinkle is in no way responsible for the maintenance of Easement C, but will retain the right to use the portion of the easement on her land to access to her property. 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.

12. **Common Repair and Maintenance of Easement D:** The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to Easement D shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 9, 10, 12–24, and any Additional Benefitted Tract (collectively, the "Easement D Benefitted Tracts") shall be responsible for an equal share of such costs, calculated as one divided by the total number of Easement D Benefitted Tracts then in existence. Stated otherwise, each Easement D Benefitted Tract shall bear a fraction of the Easement D maintenance costs, the numerator of which is one (1) and the denominator of which is the number of Easement D Benefitted Tracts then burdened and benefited by Easement D. Should any Easement D Benefitted 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 share attributable to the parent tract based on the number of tracts resulting from the subdivision. For purposes of this paragraph, each separately platted or otherwise legally subdivided lot or tract that is burdened and benefited by Easement D shall be counted as one Easement D Benefitted Tract.

13. **Common Repair and Maintenance of Easement E:** The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to the Easement E, shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Tracts 9, 10, 12-15, and 23 inclusive, shall each be responsible for one seventh (1/7) of such costs for Easement E. 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.

14. **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.

15. **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.

16. **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 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.

17. **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.

18. **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).

19. **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.

20. **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.

21. **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 any Tract or Additional Benefitted Tract subject to this Declaration, including but not limited to Tracts 1–24 of the Development, his/her/its heirs, executors, administrators, successors or assigns.

22. **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 8 day of MAY, 2024.

Martins Creek, LLC.
A Kentucky Limited Liability Company

By: Jay Schell
JAY SCHELL (its Manager)

COMMONWEALTH OF KENTUCKY

COUNTY OF Clay

The foregoing instrument was acknowledged before me, a Notary Public, by **Martins Creek, LLC, a Kentucky Limited Liability Company**, by and through **JAY SCHELL**, its Manager, this 8 day of May, 2026.

Notary Public
Print Name: Torie Robinson
Comm. Expires: 6-14-26
I.D. Number: 53639

OFFICIAL SEAL
TORIE C. ROBINSON
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE ID# KYNP53639
My Commission Expires June 14, 2026

Book: 5
Name: R OF W EASEMENTS
Beverly Craft
Clay COUNTY
5/8/2026, 3:57:09 PM
DC: Torie Robinson

Pages:359 – 364 (6)

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This Instrument Prepared By:

William Everett Crouse, Esq.
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Bill@gribbelllaw.com
[NO TITLE EXAMINATION PERFORMED BY PREPARER]