

AFTER RECORDING, RETURN TO: PIGEON ROOST, LLC, 2335 Buttermilk Crossing, Suite 326, Crescent 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 PIGEON ROOST subdivision located in Clay County, Kentucky, as shown on the attached plat in Appendix A (the “Development”); and

WHEREAS, access to and from Tract 1A, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 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 1A, 2, 3, 4, 5, 6, and 11 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 8, 9, 10, 11, and 12, inclusive, in the Development is provided by virtue of an access Easement C, as depicted on the recorded plat as “**Easement C**”;

WHEREAS, the Developer finds it necessary to declare the foregoing Easements as permanent easements 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 easements as shown on the attached plat, and hereby sets out terms for maintenance of the same, which permanent easements shall run with the land and be for the benefit of the Tracts located within the Development as further set forth herein, it should be noted that the legal descriptions for Easements A, B, and C are attached in Appendix B.

1. **Grant of Easement “A”**. Tracts 1, 2, and 7 shall be subject to, and Tracts 1A, 2, 3, 4, 5, 6, 8, 9, 10, 11, and 12 shall be benefited by a nonexclusive, perpetual common access easement across, over, and through a strip of land lying along and straddling the common boundary line between a portion of Tract 1 and 7; and across, over, and through a strip of land lying along and straddling the common boundary line between a portion of Tract 2 and 7. This easement is identified as Easement A, as shown on the above mentioned plat attached as Appendix A, which Easement A shall be a private driveway, for ingress to and egress from Tracts 1A, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 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 2, 3, 4, 5, 6, and 11 shall be subject to, and Tracts 1A, 2, 3, 4, 5, and 6 shall be benefited by a nonexclusive, perpetual common access easement across, over, and through a strip of land lying along and straddling the common boundary line between Tracts 2 and 8; across, over, and through a strip of land lying along and straddling the common boundary line between Tracts 2 and 6; across, over, and through a strip of land lying along and straddling the common boundary line between Tracts 3 and 6; across, over, and through a portion of Tract 4; across, over, and through a strip of land lying along and straddling the common boundary line between Tracts 5 and 11; and across, over, and through a portion of Tract 11. This easement is identified as Easement B as shown on the above mentioned plat attached as Appendix A. Easement B shall be a private driveway, for ingress to and egress from Tracts 1A, 2, 3, 4, 5, and 6 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, 8, 9, 10, and 12 shall be subject to, and Tracts 8, 9, 10, 11, and 12 shall be benefited by a nonexclusive, perpetual common access easement across, over, and through a strip of land lying along and straddling the common boundary line between Tracts 7 and 8, across, over, and through a portion of Tract 8, across, over, and through a portion of Tract 9, across, over, and through a strip of land lying along and straddling the common boundary line between Tracts 10 and 12. This easement is identified as Easement C as shown on the above mentioned plat attached as Appendix A. Easement C shall be a private driveway, for ingress, egress, and utility for ingress to and egress from Tracts 8, 9, 10, 11, and 12 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 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 1A and 2-12 shall each be responsible for one twelfth (1/12) 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.

5. **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 1A shall be responsible for 20%; Tracts 2, 3, and 6 shall each be responsible for 15%, and Tracts 4 and 5 shall each be responsible for 17.5% 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.

6. **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 9 shall each be responsible for 15%; Tracts 10 and 12 shall each be responsible for 17.5%; and Tract 11 shall be responsible for 20% of such costs for Easement C. 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. **Existing Traveled Way:** AN "EXISTING TRAVELED WAY OF MAY 2026", AS DEPICTED ON THE ATTACHED PLAT, EXTENDS FROM EASEMENT B TO TRACT 1A OVER LAND NOT PART OF THE DEVELOPMENT. BASED ON HISTORIC USE AND A PRIOR DEED REFERENCE (SEE DEED BOOK _____, PAGE _____), AN EXISTING TRAVELED WAY, EXISTS THAT EXTENDS FROM EASEMENT B TO TRACT 1A. TRACT 1A WILL BE CONVEYED STRICTLY 'AS-IS, WHERE-IS,' WITH ANY ACCESS LIMITED TO WHATEVER RIGHTS, IF ANY, THE GRANTOR PRESENTLY HOLDS, AND PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR OWN ATTORNEY, SURVEYOR, AND TITLE INSURER REGARDING ACCESS.

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 the applicable 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 Easements.** 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 Easements is permitted. By way of example, the Easements 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 Easements; however, animals may be used for ordinary ingress and egress. The Easements 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 Easements are 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 Easements 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 Easements shall be obligated to promptly repair such damage or pay for such repairs.

12. **Paving of Easements.** Notwithstanding any other provision herein, should an owner of any Tract benefited by these Easements, 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. **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.

14. **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.

15. **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 1A and 1-12 of the Development, his/her/its heirs, executors, administrators, successors or assigns.