

AFTER RECORDING, RETURN TO: DGS Development, Ltd., 2335 Buttermilk Crossing, Suite 318, Crescent Springs, KY 41017

DECLARATION OF PERMANENT EASEMENTS AND MAINTENANCE TERMS

WHEREAS, **DGS DEVELOPMENT, LTD., a Kentucky limited partnership** (hereinafter referred to as “Developer”) is the owner and developer of the **Stamper Branch Farms** subdivision located in Wolfe County, Kentucky (the “Development”), as shown on the plat recorded in Plat Book _____, Page _____ of the Wolfe County, Kentucky Clerk’s records (the “Plat”); and

WHEREAS, access to and from the Lots in the Development is by Stamper Branch Road, a public right-of-way;

WHEREAS, pursuant to the public records of the Wolfe County Fiscal Court, Wolfe County only maintains that portion of Stamper Branch Road to the point designated as End of County Maintenance on the Plat;

WHEREAS, the Developer has made certain improvements to Stamper Branch Road for the purpose of improving access to the Development, and desires to ensure that Stamper Branch Road continues to be maintained for the benefit of the Lots;

WHEREAS, access to and from Lots 5, 6, 7, and 10 in the Development is further provided by virtue of an access easement depicted on the Plat as Easement A (the “**Easement A**”); and

WHEREAS, access to and from Lots 8 and 11 in the Development is further provided by virtue of an access easement depicted on the Plat as Easement B (the “**Easement B**”); and

WHEREAS, access to and from Lots 18 and 21 in the Development is further provided by virtue of an access easement depicted on the Plat as Easement C (the “**Easement C**”); and

WHEREAS, access to and from Lots 14 and 15 in the Development is further provided by virtue of an access easement depicted on the Plat as Easement D (the “**Easement D**”); and

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

NOW, THEREFORE, Developer hereby declares the permanent easements as shown on the plat recorded in Plat Book ____, Page ____, 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 Lots located within the Development as further set forth herein. The Developer further declares terms binding upon the owners of the Lots with respect to the maintenance and repair of the portions of Stamper Branch Road that provide access to the Lots.

I. Maintenance of Area II of Stamper Branch Road

1. **Common Repair and Maintenance of Area II.** That portion of Stamper Branch Road identified as Area II on the Plat is not maintained by Wolfe County. It shall be the shared responsibility of the owners of Lots 4 through 20, inclusive, to maintain that portion of the road identified as Area II. The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to Area II, shall be allocated equally amongst the owners of Lots 4 through 20, inclusive. Should any of the foregoing Lots be subdivided, the grantees, owners, successors, and/or assigns of the resulting lots shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Lot based on the number of lots resulting from the subdivision.

2. **Approval and Authorization for Work.**

A. Prior to any repair, maintenance, construction or reconstruction of Area II for which the respective owners, grantees, successors and/or assigns of the Lots will be in part responsible, an estimate shall be obtained and submitted to the owners of the Lots for their review. If any owner of any of the Lots 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 signature of a majority of the owner(s) of Lots 4 through 20 shall be sufficient to bind all owners.

B. In the event of any bona fide Emergency, as hereinafter defined, a Lot 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 Lot in the Development, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of Stamper Branch Road in its sole discretion, and the owners of the Lots shall be responsible for their respective shares of such costs.

3. **Payment of Approved Work.** Each obligated 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 Lot 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.

II. Maintenance of Area I of Stamper Branch Road

1. **Common Repair and Maintenance of Area I.** In the event Wolfe County fails to maintain that portion of Stamper Branch Road identified as Area I on the Plat, then it shall be the shared responsibility of the owners of Lots 1 through 20, inclusive, to maintain that portion of the road identified as Area I. The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to Area II, shall be allocated equally amongst the owners of Lots 1 through 20, inclusive. Should any of the foregoing Lots be subdivided, the grantees, owners, successors, and/or assigns of the resulting lots shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Lot based on the number of lots resulting from the subdivision.

2. **Approval and Authorization for Work.**

A. Prior to any repair, maintenance, construction or reconstruction of Area I for which the respective owners, grantees, successors and/or assigns of the Lots will be in part responsible, an estimate shall be obtained and submitted to the owners of the Lots for their review. If any owner of any of the Lots 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 signature of a majority of the owner(s) of Lots 1 through 20 shall be sufficient to bind all owners.

B. In the event of any bona fide Emergency, a Lot 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.

C. The foregoing notwithstanding, so long as the Developer owns any Lot in the Development, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of Stamper Branch Road in its sole discretion, and the owners of the Lots shall be responsible for their respective shares of such costs.

3. **Payment of Approved Work.** Each obligated 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 Lot 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.

III. Easement A

1. **Grant of Easement.** Lots 5, 7, and 10 shall be subject to, and benefited by, a nonexclusive, perpetual common access easement across, over and through that portion of the Development identified as Easement "A" as shown on the Plat, which Easement "A" shall be a private road, for ingress to and egress from Lots 5, 7 and 10, and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features. The foregoing notwithstanding, the owner, guests, invitees, agents, and assignees of Lot 5 shall only have the right to use the first one hundred (100) feet of the private road located within Easement "A".

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 private road located within Easement "A", shall be allocated as follows:

A. Each of the grantees, owners, successors and/or assigns of Lot 5 shall be responsible for ten percent (10%) of such costs; and

B. Each of the grantees, owners, successors and/or assigns of Lots 7 and 10 shall be responsible for forty-five percent (45%) of such costs.

Should any Lot be subdivided, the grantees, owners, successors, and/or assigns of the resulting lots shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Lot based on the number of lots resulting from the subdivision.

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

A. Prior to any repair, maintenance, construction or reconstruction of the portion of the private road located within the Easement for which the respective owners, grantees, successors and/or assigns of the Lots will be in part responsible, an estimate shall be obtained and submitted to the owners of the Lots for their review. If any owner of any of the Lots 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 signature of a majority of the owner(s) of Lots 5, 7, and 10 shall be sufficient to bind all owners.

B. In the event of any bona fide Emergency, a Lot 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.

C. The foregoing notwithstanding, so long as the Developer owns any of Lots 5, 7, and 10, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of the portion of the private road lying within the Easement in its sole discretion, and the owners of the Lots 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 Lot 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. **Improvement of the Private Road.** Notwithstanding any other provision herein, should an owner of any Lot benefited by this Easement, desire to pave the private road, whether in asphalt or concrete, all of the owners of any Lots that would be responsible for the cost thereof must agree in writing before any such work may commence. If the owner of any Lot does not approve the paving of the common driveway, then the owner or owners desiring to pave the private road may do so at their own expense without contribution from the dissenting owner(s).

IV. Easement B

1. **Grant of Easement.** Lots 8 and 11 shall be subject to, and benefited by, a nonexclusive, perpetual common access easement across, over and through that portion of the Development identified as Easement "B" as shown on the Plat, which Easement shall be a private road, for ingress to and egress from Lots 8 and 11 and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

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 private road located within Easement "B", shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Lots 8 and 11 shall be responsible for fifty percent (50%) of such costs allocable to that portion of the private road located on Lot 8. The grantees, owners, successors and/or assigns of Lot 11 shall be solely responsible for any costs associated with the remaining portion of the private road located within Easement "B". Should any Lot be subdivided, the grantees, owners, successors, and/or assigns of the resulting lots shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Lot based on the number of lots resulting from the subdivision.

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

A. Prior to any repair, maintenance, construction or reconstruction of the portion of the private road located within the Easement for which the respective owners, grantees, successors and/or assigns of the Lots will be in part responsible, an estimate shall be obtained and submitted to the owners of the Lots for their review. If any owner of any of the Lots 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 signature of at least one of the owner(s) of Lots 8 and 11 shall be sufficient to bind all owners.

B. In the event of any bona fide Emergency, a Lot 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.

C. The foregoing notwithstanding, so long as the Developer owns either of Lots 8 or 11, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of the portion of the private road lying within the Easement in its sole discretion, and the owners of the Lots 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 Lot 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. **Improvement of the Private Road.** Notwithstanding any other provision herein, should an owner of any Lot benefited by this Easement, desire to pave the private road, whether in asphalt or concrete, all of the owners of any Lots that would be responsible for the cost thereof must agree in writing before any such work may commence. If the owner of any Lot does not approve the paving of the common driveway, then the owner or owners desiring to pave the private road may do so at their own expense without contribution from the dissenting owner(s).

V. **Easement C**

1. **Grant of Easement.** Lots 18 and 21 shall be subject to, and benefited by, a nonexclusive, perpetual common access easement across, over and through that portion of the Development identified as Easement "C" as shown on the Plat, which Easement shall be a private road, for ingress to and egress from Lots 18 and 21 and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features. The foregoing notwithstanding, the owner, guests, invitees, agents, and assignees of Lot 18 shall only have the right to use the portion of private road that is shaded as shown on the record Plat.

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 private road located within Easement "C", shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Lots 18 and 21 shall be responsible for fifty percent (50%) of such costs. Should any Lot be subdivided, the grantees, owners, successors, and/or assigns of the resulting lots shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Lot based on the number of lots resulting from the subdivision.

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

A. Prior to any repair, maintenance, construction or reconstruction of the portion of the private road located within the Easement for which the respective owners, grantees, successors and/or assigns of the Lots will be in part responsible, an estimate shall be obtained and submitted to the owners of the Lots for their review. If any owner of any of the Lots 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 signature of at least one of the owner(s) of Lots 18 and 21 shall be sufficient to bind all owners.

B. In the event of any bona fide Emergency, a Lot 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.

C. The foregoing notwithstanding, so long as the Developer owns either of Lots 18 or 21, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of the portion of the private road lying within the Easement in its sole discretion, and the owners of the Lots 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 Lot 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. **Improvement of the Private Road.** Notwithstanding any other provision herein, should an owner of any Lot benefited by this Easement, desire to pave the private road, whether in asphalt or concrete, all of the owners of any Lots that would be responsible for the cost thereof must agree in writing before any such work may commence. If the owner of any Lot does not approve the paving of the common driveway, then the owner or owners desiring to pave the private road may do so at their own expense without contribution from the dissenting owner(s).

VI. Easement D

1. **Grant of Easement.** Lots 14 and 15 shall be subject to, and 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 Plat, which Easement shall be a private road, for ingress to and egress from Lots 14 and 15 and for the construction, installation, repair, maintenance and inspection of public and/or private utilities and appurtenant structures and features.

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 private road located within Easement "D", shall be allocated as follows: Each of the grantees, owners, successors and/or assigns of Lots 14 and 15 shall be responsible for fifty percent (50%) of such costs. Should any Lot be subdivided, the grantees, owners, successors, and/or assigns of the resulting lots shall each be responsible for their pro-rata portion of the maintenance costs attributable to the parent Lot based on the number of lots resulting from the subdivision.

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

A. Prior to any repair, maintenance, construction or reconstruction of the portion of the private road located within the Easement for which the respective owners, grantees, successors and/or assigns of the Lots will be in part responsible, an estimate shall be obtained and submitted to the owners of the Lots for their review. If any owner of any of the Lots 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 signature of at least one of the owner(s) of Lots 14 and 15 shall be sufficient to bind all owners.

B. In the event of any bona fide Emergency, a Lot 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.

C. The foregoing notwithstanding, so long as the Developer owns either of Lots 14 or 15, it shall be entitled to perform, or have performed, any repair, maintenance, construction or reconstruction of the portion of the private road lying within the Easement in its sole discretion, and the owners of the Lots 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 Lot 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. **Improvement of the Private Road.** Notwithstanding any other provision herein, should an owner of any Lot benefited by this Easement, desire to pave the private road, whether in asphalt or concrete, all of the owners of any Lots that would be responsible for the cost thereof must agree in writing before any such work may commence. If the owner of any Lot does not approve the paving of the common driveway, then the owner or owners desiring to pave the private road may do so at their own expense without contribution from the dissenting owner(s).

6. **Lot 14 Option to Withdraw.** The owner(s) of Lot 14 shall have the option to withdraw from this Declaration, in which case such Lot shall no longer be benefited by the Easement or subject to maintenance provisions herein. If the Developer holds a mortgage on Lot 14, however, the owner(s) of said Lot shall first obtain the written consent of Developer prior to terminating their rights in and to the Easement. The owner(s) of the Lot withdrawing from this Declaration shall cause to be recorded in the office of the Wolfe County Clerk a termination of easement in which the owner(s) of such Lot 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 Lot shall thereafter have no right to use the Easement for ingress, egress, or any other purpose. *Section IV.2* hereof shall be amended so that the grantees, owners, successors and/or assigns of the Lot not withdrawn from this Declaration shall thereafter be responsible for the cost of repair, maintenance, construction or reconstruction of the private road located within the Easement.

VII. General Provisions Applicable to the Easements and Stamper Branch Road

1. **Public Right of Way.** Stamper Branch Road is a public right of way, and no Lot owner shall in any way prohibit, restrict, limit, or interfere with normal use of such road by any other Lot owner or the general public.

2. **Use of the Easements.** The owners of the Lots 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 as described herein. Normal ingress and egress shall include use by family, guests, invitees, tradesmen and others bound to or returning from any of the benefitted Lots. 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 that existed prior to the date of this Declaration.

3. **Damage.** In the event any portion of Stamper Branch Road or any of the Easements are damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular Lot or are damaged by equipment in connection with construction on a particular Lot, then the owner of the Lot benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the road or driveway at the owner's expense and shall hold the owners of the other Lots harmless from any liability in connection with such damage or repairs. Any owner that negligently or intentionally causes damage to any portion of Stamper Branch Road or the Easements shall be obligated to promptly repair the same at that owner's expense and shall hold the owners of the other Lots harmless from any liability in connection with such damage or repairs.

4. **Developer's Right to Amend.** The Developer retains the right to amend this Declaration to grant the owners of additional Lots or other property adjacent to the Development the right to the use and benefit of the Easements, including the right to use the private roads described herein for ingress and egress. In the event any other property is granted the benefit of one or more Easements, the Developer may amend the maintenance provisions set forth in this Declaration, and the Lot owners shall be bound by any such amendment.

5. **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.

6. **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.

7. **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 the Lots subject to or benefitted by the maintenance terms and easements declared herein, his/her/its heirs, executors, administrators, successors or assigns.

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

IN WITNESS WHEREOF, the undersigned hereby sets its hand this ____ day of _____, 2025.

**DGS DEVELOPMENT, LTD.
A Kentucky Limited Partnership**

**By: Schell Management, Inc.
A Kentucky Corporation
Its General Partner**

**By: _____
Jay Q. Schell
Its Authorized Representative**

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me, a Notary Public, by DGS Development, Ltd., a Kentucky limited partnership, by and through Schell Management, Inc., a Kentucky corporation, its General Partner, by and through Jay Q. Schell, its Authorized Representative, this ____ day of _____, 2025.

Notary Public
Print Name: _____
Commission Expires: _____
Notary ID Number: _____

This Instrument Prepared By:



Corey T. Gamm
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[NO TITLE EXAMINATION PERFORMED BY PREPARER]