

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT made and entered into this 6th day of March, 2018, by and between Rose Island Riverside Condominiums, Inc. of 8303 Shelbyville Road, Louisville, Kentucky 40222, Party of the First Part, and Darryl Dwayne Davis and Tiffany Elaine Davis, husband and wife, 1700 Victory Court, Prospect, Kentucky 40059 (Lot 1) and Kenneth T. Moore and Dana I. Moore, husband and wife, 1702 Victory Court, Prospect, Kentucky 40059, (Lot 2) Robert P. Anderegg, unmarried, 1704 Victory Court, Prospect, Kentucky 40059, (Lot 3), Jo Anne Patterson, unmarried, 1706 Victory Court, Prospect, Kentucky 40059, (Lot 4) and Sumreen Asim and Abdullah Asim, wife and husband, 1702 Victory Place, Prospect, Kentucky 40059, (Lot 10) and Yuagsham Kevin Chou and Vivien Weifan Chao, husband and wife, 1705 Victory Place, Prospect, Kentucky 40059, (Lot 15) and Paul Slaughter, married, 1704 Coral Court, Prospect, Kentucky 40059 (Lot 19) and Cleve W. Edwards and Megan J. Edwards, husband and wife, 1707 Victory Place, Prospect, Kentucky 40059 (Lot 16) and Brian L. Ubelhart and Joanna M. Ubelhart, husband and wife, 7205 River Road, Prospect, Kentucky 40059 (Lot 17) and Burlly Build, LLC, a Kentucky Limited Liability Company, P.O. Box 179, Pewee Valley, Kentucky 40056 (Lot 18) and Mary Noel Pruitt, unmarried, 1705 Coral Court, Prospect, Kentucky 40059 (Lot 23), and Cynthia Jones Morgan, unmarried, 1706 Coral Court, Prospect, Kentucky 40059 (Lot 20) and Richard Moore and Amy Moore, husband and wife, 1701 Coral Court, Prospect, Kentucky 40059 (Lot 21) and Alice E. Jotautas and Michael Jotautas, husband and wife, 2713 Sheila Drive, Louisville, Kentucky 40220 (Lot 22) and Michael S. Moloy, unmarried, 1707 Coral Court, Prospect, Kentucky 40059 (Lot 24) and Mark. E Grandon, unmarried, 1700 Perry Court, Prospect, Kentucky 40059, (Lot 25) Mark Mercurio and Lora Mercurio, husband and wife, 1706 Perry Court, Prospect, Kentucky 40059, (Lot 28) and Timothy Pyles and Katherine Pyles, husband and wife, 1701 Perry Court, Prospect, Kentucky 40059 (Lot 29) and Cole Christopher Builders, LLC, a Kentucky Limited Liability Company, 13401 Longwood Lane, Goshen, Kentucky 40026 (Lots 30) and Donald L. Walker Revocable Trust, Donald L. Walker, Trustee, 12605 Crest Arm Road, Anchorage, Kentucky 40223, (Lot 32) and John A. Heuglin and Malandra Heuglin, husband and wife, 1700 Anchorage Court, Prospect, Kentucky 40059, (Lot 33) and Kali Edwards, unmarried, 1704 Anchorage Court, Prospect, Kentucky 40059, (Lot 35) and Christopher McBride and Kathryn McBride, husband and wife, 13615 Rutland Road, Goshen, Kentucky 40026, (Lot 36) and Sergio Covarrubias Sr. and Florstella Covarrubias, husband and wife, 1703 Anchorage Court, Prospect, Kentucky 40059 (Lot 38) and Shiau Jiuan Wang, an unmarried, 1705 Anchorage, Court, Prospect, Kentucky 40059, (Lot 39) and Brian T. Deely, unmarried, 1707 Anchorage, Court, Prospect, Kentucky 40059 (Lot 40) and James J. Dawson and Alicia A. Dawson, husband and wife, 1705 Victory Court, Prospect, Kentucky 40059 (Lot 7) and Equity Trust Company Custodian FBO Mark Blackwell IRA having an address of 500 West Jefferson Street, Louisville, Kentucky 40202 (Lots 14) and Joseph Buckley, married, 1702 Anchorage Court, Prospect, Kentucky 40059, (Lot 34) and Tara L. Johnson-Wason, unmarried, 1701 Anchorage Court, Prospect, Kentucky 40059 (Lot 37) and John Harrigan, unmarried, 1701 Victory Court, Prospect, Kentucky 40059 (Lot 5), and Gilbert Construction, LLC, a Kentucky Limited Liability Company, 4603 Chelsea Meadow Court, LaGrange, Kentucky 40031 (Lots 6, 8, 9, 11, 12, 13 and 26), all Parties of the Second Part and The Yacht Club Estates Property Owner's Association, Inc. of 4603 Chelsea Meadow Court, LaGrange, Kentucky 40031, Party of the Third Part

WHEREAS, the Party of the First Part is the Condominium Association (HOA) duly authorized to represent all of the owners of Units and Common Elements of a certain Condominium Project known as Rose Island Riverside Condominiums. Said owners are collectively the owners of the common elements in the condominium project and specifically owners of the private road known as Victory Court, and

WHEREAS, the Parties of the Second Part are collectively the owners of all of the Lots in Yacht Club Estates Subdivision and more particularly described as:

Lots 1 through 26, 28 through 30, and 32 through 40 as shown on the plat of Yacht Club Estates Subdivision, which is of record in Plat and Subdivision Book 7, Page 3-5, in the Office of the Clerk of Oldham County, Kentucky.

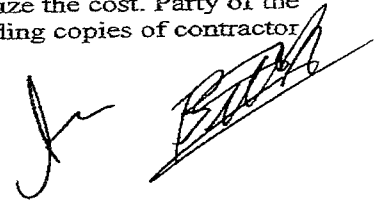
WHEREAS, the Party of the Third Part is the Homeowners Association duly authorized to represent all of the owners of all of the Lots in a certain Subdivision known as Yacht Club Estates.

WHEREAS, the Parties of the Second Part desire to have an easement for ingress and egress over and through the private road known as Victory Court owned by the Party of the First Part and the Party of the First Part agrees to grant said easement in accordance with the following terms and conditions.

NOW THEREFORE, for a valuable consideration (*see below for detail), the acceptance of which is hereby acknowledged, and for other mutual considerations, the Party of the First Part does hereby grant and convey unto the Parties of the Second Part, their heirs, executors, administrators, successors and/or assigns an easement for ingress and egress over and through the private road known as Victory Court.

* Description of "valuable consideration" is: Party of the Third Part agrees to repair damaged sewer drain at the bottom of the hill on the exit side of Victory Court to generally accepted standards in the industry. Additionally, Party of the Third Part agrees to re-pave the same hill from the bottom of said hill to the top of said hill to acceptable industry standards. These items are agreed to be performed at no expense to the Party of the First Part as a required prerequisite to activate this agreement. Additionally, as discussed previously, Party of the Third Part agrees to pay all filing/administration costs with Oldham County to make this document legally binding.

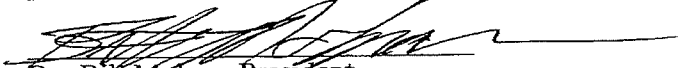
The Parties hereto agree that the Party of the First Part and Party of the Third Part will share in all costs of maintenance, snowplowing, electricity for street lighting, maintaining the landscaping at the entrance island located in the middle of Victory Court, and improvements for the private road known as Victory Court and said cost shall be split 50% by the Party of the First Part and 50% by the Party of the Third Part. Any additional improvements (other than routine maintenance of the existing) to the road, lighting or landscaping will be agreed upon to by both the Party of the First and Third Parts. The parties also agree that party of the First Part shall have 100% control as to selection of snow plowing, maintenance and improvements contractors. First Party will select said contractors using reasonable efforts to minimize the cost. Party of the Third Part shall reimburse Party of the First Part on demand upon providing copies of contractor



receipts for work performed. Party of the Third Part also agrees to include a separate line item into their annual budget to cover these expected expenses. Regarding any damage to Victory Court, or to the entrance island, entrance island landscaping, or any other item located within the boundaries of Victory Court, the Party that is associated with the "cause" of the damage shall be 100% liable for repairs.

This agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Parties hereto and said easement granted shall run with the land and the Parties of the Second and Third Parts accept this grant and the terms and conditions herein imposed.

Rose Island Riverside Condominiums, Inc.

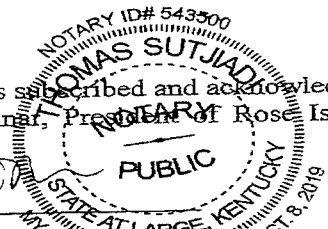

By: Bill Molnar, President
Party of the First Part

The Yacht Club Estates Property Owner's Association, Inc.


By: Abraham Gilbert, President
Party of the Third Part

State of Kentucky)
) SCT.
County of Jeffers m)

I hereby certify that the foregoing easement agreement was subscribed and acknowledged to before me this 6th day of March, 2018, by Bill Molnar, President of Rose Island Riverside Condominiums, Inc., Party of the First Part.


Notary Public
Thomas M
County: Jeffers m
My Commission Expires: Oct 8 2019

State of Kentucky)
County of Jefferson) SCT.

I hereby certify that the foregoing easement agreement was subscribed and acknowledged to before me this 6th day of March, 2018, by Abraham Gilbert, President of The Yacht Club Estates Property Owner's Association, Inc., Party of the Third Part

MJD
Notary Public
Jefferson County, Kentucky
My Commission Expires: 5/31/2020

NO TITLE EXAM PERFORMED OR
REQUESTED

This Instrument Prepared by MJD

Russell D. Ford, Attorney
Mattingly Ford, P.S.C.
1650 UPS Drive, Suite 102
Louisville, Kentucky 40223
(502) 212-7000

mail

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DOCUMENT NO: 536458
RECORDED: March 09, 2018 01:00:00 PM
TOTAL FEES: \$16.00
COUNTY CLERK: JULIA K BARR
DEPUTY CLERK: NANCY DONNER
COUNTY: OLDHAM COUNTY
BOOK: D1186 PAGES: 320 - 323

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