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SUPPLEMENTARY DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS APPLICABLE
TO UNIT 2A OF PHASE II OF THE
MALLARD POINT SUBDIVISION
AND APPROVAL OF ADDITION

* * * * *

Pd 5.50

AS SHOWN BY PLAT OF RECORD IN
PLAT CABINET SHEETS 904, INCLUSIVE,
IN THE OFFICE OF THE SCOTT COUNTY COURT CLERK

THIS SUPPLEMENTARY DECLARATION AND APPROVAL, made and entered into on this the 19th day of JUNE, 19 90, by BERNICE WILHOITE, a widow, who resides at Cincinnati Pike, in Scott County, Kentucky 40324, hereinafter referred to as "PROPERTY OWNER," and MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, with principal offices located at 138 E. Main Street, in Georgetown, Kentucky 40324, hereinafter referred to as "DEVELOPER."

WITNESSETH:

THAT WHEREAS, the PROPERTY OWNER is the fee simple owner of the following described property located in Scott County, Kentucky:

Being all of Lots 1 and 2, of Block A, in Unit 2A of Phase II of the MALLARD POINT SUBDIVISION, all as set forth and shown in the minor subdivision final record plat prepared by John F. Fritts, Registered Land Surveyor of Thoroughbred Engineering, Inc., R.L.S. No. 2164, for BERNICE WILHOITE, dated the 12th day of July, 19 89, and filed of record in the Office of the Scott County Court Clerk, in Plat Cabinet Sheet 904; and,

Being a part of the same property conveyed to BERNICE WILHOITE, a widow, by Deed dated the 30th day of April, 1977, from CLYDE O. WILHOITE and SYBLE JO WILHOITE, his wife, which Deed is of record in the Office of the Scott County Court Clerk, in Deed Book 135, Page 685; and,

WHEREAS, DEVELOPER is the "Developer" referred to in that original "Declaration of Easements, Covenants and Restrictions Applicable to Units 2 and 3, Inclusive, of Phase I of the Mallard Point Subdivision" (hereinafter "Original Declaration"), dated July 18, 1985, and filed of record in the Office of the Scott County Court Clerk, in Deed Book 162, Pages 383-400, inclusive; that "Supplementary Declaration of Easements, Covenants and Restrictions Applicable to Unit 1 of Phase II of the Mallard Point Subdivision and Approval of Addition" (hereinafter "First Supplementary Declaration"), dated July 15, 1986, and filed of record in the aforesaid Clerk's Office in Deed Book 166, Pages 428-431, inclusive; that "Supplementary Declaration of Easements, Covenants and Restrictions Applicable to Unit 2 of Phase II of the Mallard Point Subdivision and Approval of Addition" (hereinafter "Second Supplementary Declaration"), dated July 14, 1987, and filed of record in the aforesaid Clerk's Office in Deed Book 171, Pages 357-360, inclusive; that "Supplementary Declaration of Easements, Covenants and Restrictions Applicable to Unit 1 of Phase III of the Mallard Point Subdivision and Approval of Addition (hereinafter "Third Supplementary Declaration"), dated November 24, 1987, and filed of record in the aforesaid Clerk's Office in Miscellaneous Book 2, Pages 492-495, inclusive; all of the foregoing being amended by that certain "Declaration of Amendment to Declaration of Easements, Covenants and Restrictions Applicable to Units 2 and 3, Inclusive of Phase I of the Mallard Point Subdivision and Supplementary Declarations and Approvals of Additions and Developer's Approval of Amendments" (hereinafter referred to as "Amendments"), dated July 3, 1988, and filed of record in the aforesaid Clerk's Office in Miscellaneous Book 3, Pages 561-569, inclusive, all of the above hereinafter collectively referred to as "Declarations"; and,

WHEREAS, Section 2.02 of the aforesaid Original Declaration provides that additional real property may be made subject to the Original Declaration, as provided therein; and

WHEREAS, PROPERTY OWNER, desiring to submit and subject the above de-

Mailed to:
Maric Develop Corp
138 E Main St
Georgetown, Ky 40324
6-21-90

scribed property to the aforesaid Original Declaration as amended, and DEVELOPER, desiring to evidence the required approval of the addition of the above described property to the property subject to the amended Declarations, has executed this Supplementary Declaration and Approval;

NOW, THEREFORE, pursuant to the provisions of Section 2.02 of the Original Declaration, DEVELOPER (as "Developer" of the property subject to the Declarations) hereby approves the addition of the above described property to the property subject to the Declarations, and PROPERTY OWNER hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased, and used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, conditions, limitations, reservations, obligations, and agreements set forth in the aforesaid Declarations, as fully as if the above described property were originally listed therein, subject, however, to the following modifications which shall apply only to the above described property, all of which are hereby declared to be covenants running with the land:

1. The provisions of Section 8.02 and Subparagraph (j) of Section 8.05 of the Original Declaration are hereby modified, and for purposes of this Supplementary Declaration, shall henceforth be and provide as follows:

Section 8.02 BUILDING DIMENSIONS. No residential building shall be constructed or permitted to remain upon any Lot unless the same shall be constructed of wood, brick, masonry, stone, or other material approved by Developer, and unless such building shall have the following minimum square feet of living area (which shall not include garages, porches, terraces, or finished or unfinished basement areas, even though the same may be an integral part of the residential building) for the respective building categories:

- (a) One story building: 2,000 square feet of living space on the ground level floor;
- (b) Two story building: 1,000 square feet of living space per floor for ground level and second story floors;
- (c) One and one-half story building: 2,000 square feet of living space for combined first and second story floors; and,
- (d) Split level, split foyer, or other type of residential building (not otherwise described above): 2,400 square feet of living space for combined floors (including "basements," as defined herein, if the same are finished for occupancy).

For purposes of this Section, the lowest level of any residential dwelling shall be deemed to be a "basement" if the side, front or back walls of which are wholly or partially underground.

A residential building shall not be constructed or permitted to remain upon any Tract unless the same shall have an attached two or more car garage ("attached" being defined as a contiguous and integral part of the main dwelling). There shall be no carports attached or unattached.

Section 8.05:

- (j) Except as may be otherwise provided herein, or as specified on any record plat, no buildings or structures of any type or nature shall be erected within any flooding, drainage, or utility easements, or within twelve (12) feet of any common boundary line of any other Lots, or within thirty (30) feet of any property lines along the streets, rights of way, dams, parks, or conservation areas, with the exception of approved docks.
2. There shall be no access whatsoever, now or at any future time, to or from either of the Lots from or through any portion of the remaining BERNICE WILHOITE property from which the above mentioned Lots have been subdivided, unless such access shall be first approved in writing by DEVELOPER. Unless otherwise agreed in writing by DEVELOPER, the only access to and from the above described Lots shall be through the access easement to each Lot described on the above mentioned Plat thereof.
 3. For purposes of Section 6.05 of the Original Declaration, the owners of the

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above described lots shall pay to the Association, in advance, on the first day of every calendar period for which the same shall be due, the regular assessment which shall be established by the Association for his, her or its lot(s). Unless changed by action of the Association subsequent to the date hereof, the regular assessment, with respect to all lots subject to the aforesaid Declarations, (and now the Lots subject to this Supplementary Declaration) will remain \$105.00 per quarter per lot; and, the first quarterly assessment with regard to lots subject to this Supplementary Declaration shall be due and payable on July 1, 1990, being the first day of the July 1 - September 30, 1990 quarter.

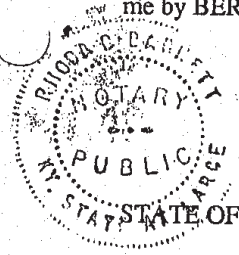
IN WITNESS WHEREOF, PROPERTY OWNER has signed this Supplementary Declaration and DEVELOPER has caused this Supplementary Declaration and Approval to be executed by a duly authorized Officer, both on this the day and year first above written.

PROPERTY OWNER:
Bernice Wilhoite
BERNICE WILHOITE

DEVELOPER: MARIC DEVELOPMENT CORPORATION
BY: Eric S. Smith, V.P.
ERIC S. SMITH, Vice President

STATE OF KENTUCKY
COUNTY OF SCOTT

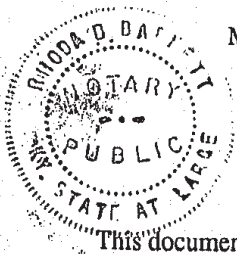
The foregoing Supplementary Declaration and Approval was acknowledged before me by BERNICE WILHOITE, a widow, on this the 19th day of June, 1990.



My commission expires: November 20, 1993
Rhoda Barnett Avenell
NOTARY PUBLIC, STATE AT LARGE, KY.

STATE OF KENTUCKY
COUNTY OF SCOTT

The foregoing Supplementary Declaration and Approval was acknowledged before me by ERIC S. SMITH, Vice President of MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, on behalf of the aforesaid Corporation, on this the 19th day of June, 1990.



My commission expires: November 20, 1993
Rhoda Barnett Avenell
NOTARY PUBLIC, STATE AT LARGE, KY.

This document was prepared by:

ERIC S. SMITH
ATTORNEY AT LAW
117 West Second Street
Lexington, Kentucky 40507

Eric S. Smith
ERIC S. SMITH

State of Kentucky
County of Scott, S.C.

I Donna B. Ferry, Clerk in and for the County and State aforesaid, certify that the foregoing Exclusions was this day lodged for record at 4:20 pm Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness by hand this 20 day of June, 1990
BY Donna B. Ferry
D.C.