

**SUPPLEMENTARY DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS APPLICABLE  
TO THE MALLARD POINT SUBDIVISION,  
APPROVAL OF ADDITION,  
AND NOTICE OF ASSIGNMENT**

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**THIS SUPPLEMENTARY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS APPLICABLE TO THE MALLARD POINT SUBDIVISION, APPROVAL OF ADDITION, AND NOTICE OF ASSIGNMENT** (this "Supplementary Declaration"), made and entered into as of this 16th day of June, 1997, by **MALLARD POINT, L.L.C.**, a Delaware limited liability company, whose principal offices are located at 31700 Middlebelt Road, Suite 100, Farmington Hills, MI 48334, sometimes hereinafter referred to as "PROPERTY OWNER" and sometimes hereinafter referred to as "SUCCESSOR DEVELOPER," and **MARIC DEVELOPMENT CORPORATION**, a Kentucky corporation, whose principal offices are located at P.O. Box 16, Bloomfield Hills, MI 48303, hereinafter referred to as "ORIGINAL DEVELOPER."

**WITNESSETH:**

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

Being a 0.145 acre tract or parcel of land lying on the West side of Mallard Point Drive, in Mallard Point Development, Scott County, Kentucky, being more particularly described as follows:

Commencing at the Point of Beginning, said point being the Southeast corner of Lot 20, of Block D in Unit 1 of Phase II of the MALLARD POINT SUBDIVISION (such lot being shown on the Phase II Amended Final Record Plat Unit 1, Block D of Mallard Point Development of record in Plat Slide 482 of the Scott County Court Clerk's Office), and in the West right-of-way line of Mallard Point Drive (60 foot right-of-way); thence with said West line, South 06° 30' 13" East, a distance of 220.00 feet to a point in said right-of-way; thence leaving Mallard Point Drive with a new line approximating the 933.00 contour, North 21° 07' 52" West, a distance of 226.77 feet to a point, said point being the Southwest corner of Lot 20, Block D, Unit 1 of Phase II; thence with the South line of Lot 20, North 82° 55' 03" East, a distance of 57.27 feet to the Point of Beginning.

Being a portion of the property conveyed to Mallard Point, L.L.C., by Deed dated June 16, 1997, which Deed is of record in the Office of the Scott County Court Clerk, in Deed Book 224, Page 119; and

**WHEREAS**, ORIGINAL 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; and that "Supplementary Declaration of

Easements, Covenants and Restrictions Applicable to Unit 2A of Phase II of the Mallard Point Subdivision and Approval of Addition" (hereinafter "Fourth Supplementary Declaration"), dated June 19, 1990, and filed of record in the aforesaid Clerk's Office in Miscellaneous Book 4, Pages 489-491, inclusive; that "Second 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, dated January 25, 1990, and filed of record in the aforesaid Clerk's Office in Miscellaneous Book 5, Pages 283-285, inclusive, all of the above hereinafter collectively referred to as the "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**, SUCCESSOR DEVELOPER has on this date acquired one hundred thirty-six (136) Lots within the Mallard Point Subdivision and, in connection therewith, ORIGINAL DEVELOPER has assigned, transferred and conveyed to SUCCESSOR DEVELOPER all of the rights and interests established, granted and/or reserved to ORIGINAL DEVELOPER under the Declarations (all such rights and interests being hereinafter collectively referred to as "Developer's Rights"); and

**WHEREAS**, PROPERTY OWNER, desiring to submit and subject the above-described property to the aforesaid Original Declaration as amended, and ORIGINAL DEVELOPER and SUCCESSOR DEVELOPER, desiring to (i) evidence the required approval of the addition of the above-described property to the property subject to the amended Declarations, and (ii) confirm and provide record evidence of the assignment of Developer's Rights from ORIGINAL DEVELOPER to SUCCESSOR DEVELOPER, have executed this Supplementary Declaration.

**NOW, THEREFORE**, pursuant to the provisions of Section 2.02 of the Original Declaration, ORIGINAL DEVELOPER (as the prior "Developer" of the property subject to the Declarations) and SUCCESSOR DEVELOPER (as the current "Developer" of the property subject to the Declarations) hereby approve 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; it being understood and agreed, however, by each of PROPERTY OWNER, ORIGINAL DEVELOPER and SUCCESSOR DEVELOPER, that the above-described property shall be (and is hereby designated as) a park area for all purposes under the Declarations and, as such, shall be considered part of the "common areas" under and pursuant to the Declarations.

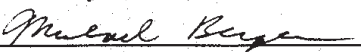
ORIGINAL DEVELOPER hereby further evidences and confirms that it has assigned, transferred and conveyed all of Developer's Rights to SUCCESSOR DEVELOPER by virtue of an instrument dated of even date herewith; that SUCCESSOR DEVELOPER is an authorized successor and assignee of ORIGINAL DEVELOPER, with respect to all of Developer's Rights under the Declarations; and that as of this date, all of Developer's Rights that are reserved to, granted to and/or otherwise exercisable by "Developer" under the Declarations shall belong to and be exercisable by SUCCESSOR DEVELOPER, as if SUCCESSOR DEVELOPER had been the "Developer" that had executed and imposed the Original Declaration as amended.

**IN WITNESS WHEREOF**, PROPERTY OWNER/SUCCESSOR DEVELOPER and ORIGINAL DEVELOPER have caused this Supplementary Declaration to be executed by their respective duly authorized signatories or officers, both on the day and year first above written.

PROPERTY OWNER  
and SUCCESSOR DEVELOPER:

**MALLARD POINT, L.L.C.**,  
a Delaware limited liability company

By:

  
Michael Berger

Its: Authorized Signatory

(Signatures Continued On Next Page)

And:  
By: Craig Kilmer  
Craig Kilmer

Its: Authorized Signatory

And:  
By: Eric S. Smith  
Eric S. Smith

Its: Authorized Signatory

**ORIGINAL DEVELOPER:**

**MARIC DEVELOPMENT CORPORATION,**  
a Kentucky corporation

By: Eric S. Smith  
Eric S. Smith

Its: President

**ACKNOWLEDGMENTS**

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1997, by Michael Berger, Craig Kilmer and Eric S. Smith, Authorized Signatories of Mallard Point, L.L.C., a Delaware limited liability company, for and on behalf of said company.

Suzie D. Lopetrone  
Notary Public, Oakland County, MI  
SUZIE D. LOPETRONE  
Notary Public, Macomb County, MI  
My commission expires Feb. 4, 2001  
Acting in Oakland County, MI

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1997, by Eric S. Smith, President of Maric Development Corporation, a Kentucky corporation, for and on behalf of said corporation.

Suzie D. Lopetrone  
Notary Public, Oakland County, MI  
SUZIE D. LOPETRONE  
Notary Public, Macomb County, MI  
My commission expires Feb. 4, 2001  
Acting in Oakland County, MI

This document was prepared by:

Jeffrey A. Berger, Esq.  
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Jeffrey A. Berger  
Jeffrey A. Berger, Esq.

DOCUMENT NO: 31298  
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COUNTY CLERK: DONNA B. PERRY  
COUNTY: SECTT COUNTY  
DEPUTY CLERK: BARBARA CAINS