

**SUPPLEMENTARY DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS APPLICABLE
TO UNIT 5, PHASE 1 OF THE
MALLARD POINT SUBDIVISION AND
APPROVAL OF ADDITION**

THIS SUPPLEMENTARY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS APPLICABLE TO UNIT 5, PHASE 1 OF THE MALLARD POINT SUBDIVISION AND APPROVAL OF ADDITION (this "Supplementary Declaration"), is made and entered into as of this _____ day of _____, 2007, by MALLARD POINT, L.L.C., a Delaware limited liability company, whose principal offices are located at 17117 W. Nine Mile Road, Suite 1100, Southfield, MI 48075, sometimes hereinafter referred to as "PROPERTY OWNER" and sometimes hereinafter referred to as "SUCCESSOR DEVELOPER".

WITNESSETH:

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

Being all of Lots 1-16, inclusive of Unit 5, Phase 1 of the Mallard Point Subdivision, Georgetown, Scott County, Kentucky, together with the streets and rights of way areas, dams, lakes, common areas and designated park areas, all as set forth and shown on the Final Subdivision Plat, Mallard Point Subdivision Phase 1, Unit 5 Scott County, Kentucky prepared by Mayes, Sudderth & Etheredge, Inc. dated June 6, 2007 of record in Plat Slides 9 and 518 of the Scott County Clerk's Office; and

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 Clerk, in Deed Book 224, Page 719.

WHEREAS, the 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, of record in the Office of the Scott County Court Clerk, in Deed Book 162, Pages 383-400, inclusive; 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" dated July 3, 1988, of record in the aforesaid Clerk's Office in Miscellaneous Book 3, Pages 561-569, inclusive; and by 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, of record in the aforesaid Clerk's Office in Miscellaneous Book 5, Pages 283-285, inclusive, and Supplementary Declaration of Easements, Covenants and Restrictions Applicable to the Mallard Point Subdivision, Approval Of Addition, And Notice Of Assignment dated as of July 16, 1997 of record in Deed Book 224, Page 741, and 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 acquired certain Lots within the Mallard Point Subdivision and, in connection therewith, ORIGINAL DEVELOPER 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") pursuant to Supplementary Declaration of Easements, Covenants and Restrictions Applicable to the Mallard Point Subdivision, Approval Of Addition, And Notice Of Assignment dated as of July 16, 1997 of record in Deed Book 224, Page 741, all of the above hereinafter collectively referred to as the "Declarations"; and,

WHEREAS, PROPERTY OWNER, desiring to submit and subject the above-described property to the aforesaid Original Declaration, as amended, and SUCCESSOR DEVELOPER, desiring to evidence the required approval of the addition of the above-described property to the property subject to the Declarations have executed this Supplementary Declaration.

NOW, THEREFORE, pursuant to the provisions of Section 2.02 of the Original Declaration, SUCCESSOR DEVELOPER hereby approves the addition of the above described property to the property subject to the Declarations, and (as owner of the above described property) 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 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, 8.04 and Subparagraphs (a) (g) and (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 the Developer, and unless, otherwise approved by the Developer, such building shall have the following minimum square feet of living area (which shall not include porches, terraces or unfinished basement area, even though the same may be an integral part of the residential building) for the respective building categories:

- (a) One story building: 1,800 square feet of living space on the ground level floor for the residences that front on Woodduck Lane and 1,650 square feet of living space on the ground level floor for the residences on all other Lots;
- (b) Two story building: 900 square feet of living space per floor for ground level and second story floors for the residences that front on Woodduck Lane and 825 square feet of living space per floor for ground level and second story floors for the residences on all other Lots;
- (c) One and one-half story building: 1,800 square feet of living space for combined first and second story floors for the residences that front on Woodduck Lane and 1,650 square feet of living space for combined first and second story floors for the residences on all other Lots; and,
- (d) Split level, split foyer, or other type of residential building (not otherwise described above): 1,800 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) and the square footage of such garage shall be included as a part of the required amount of living space. There shall be no carports attached or unattached.

Section 8.04 LANDSCAPING. With the construction plans, there shall also be submitted to the Developer a landscaping plan for the Developer's approval. Upon completion of the construction of building

improvements on each Lot, the landscaping shall be installed according to the plan approved by the Developer and, all reasonable steps shall at all times be taken by each Lot Owner to prevent soil erosion from occurring upon his Lot. The owners of Lots whose residences front on Woodduck Lane shall be responsible for maintaining and replacing the trees planted behind the fence that is parallel with Woodduck Lane. Further, no substantial number of trees shall be removed or cut (except dead or diseased trees), unless the approval of the Developer is obtained in writing, or the Board approves the same in writing after Developer's approval rights have terminated, as provided in Section 8.03 of the Original Declaration, as amended.

Section 8.05:

- (a) No fences, except such opaque fencing as may be required around a pool, hot tub, jacuzzi or other form of outdoor spa or the fencing required along Woodduck Lane, or buildings or structures of any type or nature shall be erected or maintained on any Lot other than the residence, unless reasonably necessary during construction, or as may be otherwise approved by the Developer or the Association. Provided that the plank fencing along the east side of Woodduck Lane shall be maintained by the Association.

- (g) There shall be no precut, modular or mobile home built or located upon any Lot. All material used in construction of any residential dwelling shall be custom cut on site, with the exception of pre-manufactured roof trusses, pre-hung doors, windows, and other minor structural components unless approved by Developer. There shall be no exposed block on the exterior of any residence and/or improvements. The front of each residence shall have a brick or stone facade and a brick or stone band, a minimum twenty-four (24") inches in width, along the rear and sides at grade. All other construction materials to be used will meet or exceed the applicable building code standards of Georgetown-Scott County. Unless otherwise approved by Developer, all exterior colors on any residence or improvements located upon any lot shall be earthtones (brown, beige, etc.). No buildings or structures of a temporary or moveable character, including, but not limited to, storage huts, trailers, tents, shacks, barns or other such structures shall constructed or permitted to remain upon any Lot, unless reasonably necessary during construction, or as

may be otherwise approved by the Developer or the Association, as provided in the aforesaid Original Declaration.

- (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 (i) thirty (30) feet of any property line along Woodduck Lane and (ii) twenty-five (25) feet of any property lines along the other streets.

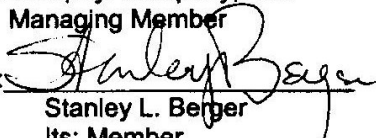
- 2. With regard to the property subject to this Supplementary Declaration, all references in Article X of the aforesaid Original Declaration to the time limit "Seven (7) years from the date hereof" shall refer to the date of this Supplementary Declaration and not the date of the Original Declaration.

IN WITNESS WHEREOF, PROPERTY OWNER/SUCCESSOR DEVELOPER has caused this Supplementary Declaration to be executed by its duly authorized signatory or officer, on the day and year first above written.

MALLARD POINT, LLC

By: BRG Mallard, LLC
Its: Managing Member

By: Stanphyl Company, LLC
Its: Managing Member

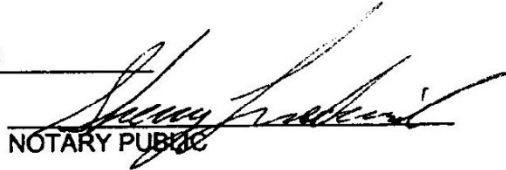
By: 
Stanley L. Berger
Its: Member

STATE OF Michigan)
COUNTY OF Oakland)

The foregoing instrument was acknowledged, subscribed and sworn to before me this 29 day of March, 2007, by Stanley L. Berger, as Member, of Stanphyl Company, LLC as the Managing Member of BRG Mallard, LLC, the Managing Member of Mallard Point, L.L.C., a Delaware limited liability company, for and on behalf of said company.

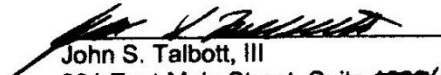
My Commission Expires: 8-12-13

SHERRY L. FREDERICK
NOTARY PUBLIC, STATE OF MI
COUNTY OF ST CLAIR
MY COMMISSION EXPIRES Aug 12, 2013
ACTING IN COUNTY OF
Oakland


NOTARY PUBLIC

Prepared By:

~~XXXXXXXX~~ DECAMP & TALBOTT, P.S.C.


John S. Talbott, III
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Lexington, KY 40507
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COUNTY: SCOTT COUNTY
DEPUTY CLERK: BARBARA ELDRIDGE
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