

BY-LAWS

OF

RIVERSHORE FARMS HOMEOWNERS ASSOCIATION, INC.

I certify that the following By-Laws, consisting of twelve pages, are the By-Laws adopted by the Board of Directors of Rivershore Farms Homeowners Association, Inc., by unanimous written action of Directors dated November 14, 1996.

Thomas F. Miller
Secretary

OF

RIVERSHORE FARMS HOMEOWNERS ASSOCIATION, INC.

Section 1. Meetings

1.1 Annual Meeting. The annual meeting of the members shall be held during the first quarter of the year at a time designated by the Board of Directors.

1.2 Special Meetings. Special meetings of the members may be called (a) at any time by the Board of Directors, or (b) by members holding in the aggregate twenty percent (20%) the voting power of all members. The secretary shall call a special meeting to be held at a time fixed by the secretary, but not less than ten (10) days nor more than thirty-five (35) days after the secretary shall have received (a) a written request from the Board of Directors, or (b) a petition signed by members holding in the aggregate twenty percent (20%) of the voting power of all members. If the secretary neglects or refuses to issue such call, then the call may be issued by (a) any Director, or (b) a member who signed the petition.

1.3 Place of Meetings. Meetings of the members shall be held at the registered office of the Corporation unless the Board of Directors by resolution designates a different place for the meeting, in which case the meeting shall be held at the place thus designated.

1.4 Notice of Meetings. The secretary shall cause written notice of the time and place of each annual meeting of the members

to be delivered, either personally or by mail, to the members entitled to vote not less than ten (10) nor more than thirty-five (35) days before the date of the meeting.

1.5 Waiver of Notice. The attendance of any member at any meeting of members without protesting the lack of proper notice shall constitute a waiver of such notice.

1.6 Quorum. Except as provided in the Declaration, members holding twenty percent (20%) of the votes entitled to be cast on the matter to be voted upon represented in person or by proxy shall constitute a quorum at a meeting of members.

1.7 Action without Meeting. Any action required or permitted to be taken at any meeting of the members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members entitled to vote and such written consent is filed with the minutes of proceedings of the members entitled to vote.

1.8 Suspension of Voting Privileges. No member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the corporation to be more than sixty (60) days delinquent in the payment of any assessment due the corporation.

Section 2. Board of Directors

2.1 Number and Term of Office. The affairs of the Corporation shall be managed by the Board of Directors. Until the first annual meeting, the initial Board shall consist of three (3) Directors appointed by the Class B Member who shall serve until

their respective successors are appointed and qualified. Developer appointed Directors need not be Members of the Association.

Except as otherwise hereafter provided and except for the period during which the Developer shall control the Board, Directors shall be elected for three (3) year terms of office and shall serve until their respective successors are elected and qualified. Any vacancy which occurs in the initial or any subsequent Board, by reason of death, resignation, removal, or otherwise, may be filled at any meeting of the Board by affirmative vote of a majority of the remaining Directors representing the same class of Members who elected or appointed the Director whose position has become vacant. Any Director elected to fill a vacancy shall serve as such until the expiration of the term of the Director whose position he or she was elected to fill.

At the first annual meeting, the Class A Members shall elect one (1) Director for a two (2) year term. At the third annual meeting, the Board of Directors shall expand from three (3) to five (5). At such meeting, the Class B Members shall appoint three (3) Directors for a three (3) year term. Thereafter, at each tri-annual meeting the Class B Member, until such time as the Developer shall transfer control of the Board to the Class A Members, shall appoint three (3) Directors for a three (3) year term.

At the third annual meeting, the Class A Members shall elect two (2) Directors. One of the Directors shall be elected for a three (3) year term and one of the Directors shall be elected for a two (2) year term. At the expiration of the terms of such

Directors, until such time as the Developer shall transfer control of the Board to the Class A Members, the Class A Members shall, at the annual meeting, elect successor Directors for a three (3) year term. All elected Directors, and their successors, shall be Owners or residents.

The Developer shall transfer control of the Board to the Class A Members at the first annual meeting after the earlier of the following events: (i) Ninety percent (90%) of the total number of living units that may be constructed in all phases of the property have been sold and conveyed; or (ii) December 31, 2010, or (iii) abandonment of the Property by Developer. The Property shall be deemed abandoned by Developer if no construction of a Living Unit has been commenced by it on at least one previously unimproved Lot for a period of Seven Hundred Thirty (730) consecutive days. At this meeting, all Developer appointed Directors shall be deemed removed from office, and the Class A Members, including the Developer if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors shall be from one (1) to three (3) years, as determined by the Board, so that in any one (1) year thereafter, the terms of no more than two (2) nor less than one (1) Director shall expire. At all times after this meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any annual

meeting, relinquish to the Class A Members, the Class B Members right to elect one or more Directors at such annual meeting pursuant to this section.

2.2 Meetings. A regular meeting of the Board of Directors shall be held immediately after the annual meeting of the members or any special meeting of members at which a Board of Directors is elected. Special meetings of the Board of Directors may be called by the President or by any two Directors.

2.3 Notice-Waiver. Notice of the time and place of each meeting of Directors shall be served upon or telephoned to each Director at least twenty-four (24) hours, or mailed to each Director at his address as shown by the books of the Corporation at least forty-eight (48) hours, prior to the time of the meeting. Notice of any meeting of Directors may be waived either before or after the meeting by any Director. The attendance of any Director at any meeting of Directors without protesting the lack of proper notice shall be deemed to be a waiver of notice of that meeting.

2.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

2.5 Removal. Any Director may be removed from the Board of Directors, with or without cause, by a majority vote of the members of the Corporation.

2.6 Compensation. No Director shall receive compensation for any service he may render to the Corporation. However, any Director may be reimbursed for his actual out-of-pocket expenses incurred in the performance of his duties.

2.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

2.8 Duties. It shall be the duty of the Board of Directors to manage, operate and maintain certain real property owned or to be owned by the corporation, or constructed for the benefit of the corporation.

Section 3. Nomination of Directors

3.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors at least thirty (30) days prior to each annual meeting of the members, to serve from the time of appointment until the close of the next annual meeting, such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in

its discretion determine, but not less than the number of vacancies that are to be filled by election.

Section 4. Officers

4.1 Officers. The Corporation may have one or more Vice Presidents and shall have a President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Corporation may also have such assistant officers as the Board of Directors may deem necessary, all of whom shall be elected by the Board of Directors or chosen by an officer or officers designated by it. Any two or more offices may be held by the same person except the office of President and Secretary.

4.2 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The vacancy of any office may be filled by appointment by the Board of Directors.

4.3 President. The President shall:

(a) Have general charge and authority over the business and affairs of the Corporation subject to the direction of the Board of Directors;

(b) Have authority to preside at all meetings of the members and of the Board of Directors;

(c) Have authority acting alone, except as otherwise directed by the Board of Directors, to sign and deliver any document on behalf of the Corporation; and

(d) Have such other powers and duties as the Board of Directors may assign to him.

4.4 Vice President. The Vice President, or if there is more than one Vice President, the Vice Presidents in the order of their seniority by designation (or if not designated in the order of their seniority of election), shall perform the duties of the President in his absence. The Vice President shall have such other powers and duties as the Board of Directors or the President may assign to him.

4.5 Secretary. The Secretary shall:

(a) Issue notices of all meetings for which notice is required to be given;

(b) Keep the minutes of all meetings and have charge of the corporate record books; and

(c) Have such other duties and powers as the Board of Directors or the President may assign to him.

4.6 Treasurer. The Treasurer shall:

(a) Have the custody of all funds and securities of the Corporation;

(b) Keep adequate and current accounts of the Corporation's affairs and transactions; and

(c) Have such other duties and powers as the Board of Directors or the President may assign to him.

4.7 Other Officers. Other officers and agents of the Corporation shall have such authority and perform such duties in the management of the Corporation as the Board of Directors or the President may assign to them.

Section 5. Committees

5.1 Committees. The Board of Directors may appoint a Finance and Maintenance Committee as provided in the Declaration. The Board of Directors shall also appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

Section 6. Assessments

.1 Assessments. The Board of Directors shall annually assess each owner of a Tract (as defined in the corporation's Articles of Incorporation) in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded in the office of the Boone County, Kentucky, Clerk, that affect any portion of Rivershore Farms Subdivision.

Section 7. Indemnification and Insurance Provisions

7.1 Indemnification. To the extent permitted by law, the Corporation shall indemnify any Director, officer, former Director and/or former officer against all expenses, including attorney fees, actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of being or

having been such Director or officer, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his/her duties to the Corporation. The Corporation shall make said indemnification, so long as the Director or officer or former Director or former officer acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to a criminal action, suit or proceeding, so long as he/she had no reasonable cause to believe that his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, in itself, create a presumption that the person did not act in good faith and/or in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Corporation and with respect to any criminal action, suit or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

Any indemnification under this section, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer or former Director or former officer is proper in the circumstances because he/she has met the applicable standards of conduct set forth in this Section. Such determination shall be made by (a) a majority vote of a quorum of the Directors who were not and are not parties to or threatened with any such action,

suitor proceeding, or (b) if such quorum is not attainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel who has been retained by the Corporation, or (c) by a court of competent jurisdiction, or (d) by the court in which such action, suit or proceeding was brought.

Expenses, including attorney fees, incurred in defending any action, suit or proceeding referred to in this section, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon the receipt of an undertaking by or on behalf of the Director, officer or former Director or former officer, to repay such amount, unless it shall ultimately be determined that he/she is entitled to be indemnified by the Corporation as authorized in this Section.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law, under any insurance policy purchased by the Corporation or under any other agreement.

7.2 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, protecting said persons against any liability asserted against him/her and/or incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the Corporation would have

indemnified him/her against such liability under Section 7.1 of these By-laws.

Section 8. Miscellaneous

8.1 Books and Records. The books, records and papers of the Corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Corporation shall be available for inspection by any member at the principal office of the Corporation, where copies may be purchased at a reasonable cost.

8.2 Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

8.3 Amendments. The By-Laws of the Corporation may be amended from time to time by a two-thirds (2/3) vote of the Board of Directors.

CONSENT OF PROPERTY OWNERS

The undersigned, as an individual Lot owner in Rivershore Farms Subdivision, hereby consent to the terms and conditions of the Declaration for Rivershore Farms Subdivision.

Owner of Lot No. 2

Bernard W. Basse
Bernard W. Basse

Joanne E. Basse
Joanne E. Basse

STATE OF KENTUCKY :
: COUNTY OF BOONE :

ss.

The foregoing instrument was acknowledged before me this 30th day of SEPTEMBER, 1996, by Bernard W. Basse and Joanne E. Basse, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC
Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 3.

Arthur B. Finn
Arthur B. Finn

Gladys C. Finn
Gladys C. Finn

STATE OF KENTUCKY :
: COUNTY OF BOONE :

ss.

The foregoing instrument was acknowledged before me this 24 day of OCTOBER, 1996, by Arthur B. Finn and Gladys C. Finn, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 4.

Raymond Hicks
Raymond Hicks

Jill Stevens
Jill Stevens

STATE OF OHIO

COUNTY OF HAMILTON

:
:
: ss.

The foregoing instrument was acknowledged before me this 16th day of September, 1996, by Raymond Hicks, unmarried and Jill Stevens, unmarried.

Stephen R. Hunt
NOTARY PUBLIC



STEPHEN R. HUNT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

Owner of Lot No. 7
Louis E. Miller
Louis E. Miller

Claire D. Miller
Claire D. Miller

STATE OF KENTUCKY

COUNTY OF BOONE

:
:
: ss.

The foregoing instrument was acknowledged before me this 30th day of SEPTEMBER, 1996, by Louis E. Miller and Claire D. Miller, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 10.

Terry L. Kelley
Terry Kelley

Bonnie Kelley
Bonnie Kelley

STATE OF OHIO :

COUNTY OF HAMILTON :

SS.

The foregoing instrument was acknowledged before me this 16th day of September, 1996, by Terry Kelley and Bonnie Kelley, husband and wife.

Stephen R. Hunt
NOTARY PUBLIC



STEPHEN R. HUNT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

Owner of Lot No. JK2

Cecilia Nakamura

Kotaro Nakamura

STATE OF KENTUCKY :

COUNTY OF KENTON :

SS.

The foregoing instrument was acknowledged before me this 4th day of OCTOBER, 1996, by KOTARO NAKAMURA & CECILIA NAKAMURA.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 13.

James R Stigall
Randy Stigall
Brenda Stigall
:BRENDA STIGALL

STATE OF KENTUCKY

: SS.

COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 3RD day of OCTOBER, 1996, by Randy Stigall & BRENDA STIGALL

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99



Owner of Lot No. 14.

Dennie M Skaggs
Dennie M. Skaggs

Evelyn A. Skaggs
Evelyn A. Skaggs

STATE OF KENTUCKY

: SS.

COUNTY OF ~~KENTON~~ BOONE

The foregoing instrument was acknowledged before me this 30TH day of SEPTEMBER, 1996, by Dennie M. Skaggs and Evelyn A. Skaggs, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99



Owner of Lot No. 15.

STATE OF _____ :

SS.

COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by _____.

NOTARY PUBLIC

Owner of Lot No. 17.

STATE OF _____ :

SS.

COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 1996, by _____.

NOTARY PUBLIC

Owner of Lot No. 18

Gene W. Newlon

Gene W. Newlon

Verna A. Newlon

Verna A. Newlon

STATE OF KENTUCKY :

SS.

COUNTY OF KENTON BOONE :

The foregoing instrument was acknowledged before me this 30TH day of SEPTEMBER, 1996, by GENE W. NEWLON & VERNA A. NEWLON.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 19, 25, and 26

D. R. Gorman

Donald R. Gorman

Victoria A. Gorman

Victoria A. Gorman

STATE OF KENTUCKY :

SS.

COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 3RD day of OCTOBER, 1996, by Donald R. Gorman and Victoria A. Gorman, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 20 and 21.

Ronald J. Kathmann
Ronald J. Kathmann

Jean M. Kathmann
Jean M. Kathmann

STATE OF KENTUCKY
COUNTY OF KENTON

:
:
: SS.
:

The foregoing instrument was acknowledged before me this 21 day of OCTOBER, 1996, by Ronald J. Kathmann and Jean M. Kathmann, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 22.

Donn Loomis
Donn Loomis

Mary L. Loomis
Mary L. Loomis

STATE OF KENTUCKY
COUNTY OF BOONE

:
:
: SS.
:

The foregoing instrument was acknowledged before me this 4TH day of OCTOBER, 1996, by Donn Loomis and Mary L. Loomis, husband and wife.

Benny S. Millson
NOTARY PUBLIC

MY COMMISSION EXPIRES
FEBRUARY 15, 2000

Owner of Lot No. 24.

R.A. McElheney
R. A. McElheney, DMD
Myra A. McElheney
MYRA A. McELHENEY

STATE OF KENTUCKY :

: SS.

COUNTY OF BOONE :

The foregoing instrument was acknowledged before me this 30th day of SEPTEMBER, 1996, by R.A. McElheney, DMD. & MYRA A. McELHENEY.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

Owner of Lot No. 28.

Dennis W. Clark
Dennis W. Clark

Barbara L. Clark
Barbara L. Clark

STATE OF KENTUCKY :

: SS.

COUNTY OF BOONE :

The foregoing instrument was acknowledged before me this 30th day of SEPTEMBER, 1996, by Dennis W. Clark and Barbara L. Clark, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/99

ARTICLES OF INCORPORATION**RIVERSHORE FARMS HOMEOWNERS ASSOCIATION, INC**

The undersigned, being over the age of twenty-one (21) years, do hereby voluntarily associate themselves for the purpose of forming a nonstock, nonprofit Kentucky corporation in accordance with the provisions of Kentucky Revised Statutes Chapter 273.

1. Name. The Corporation's name shall be Rivershore Farms Homeowners Association, Inc.

2. Duration. The Corporation's duration shall be perpetual.

3. Definitions. As used in these Articles of Incorporation the following terms shall have the following meanings:

(a) "Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions and Reservation of Easements as amended from time to time, affecting Rivershore Farms subdivisions in Boone County, Kentucky.

(b) "Developer" shall mean The Drees Company, a Kentucky corporation, and shall include any person, corporation or association to which it may expressly assign its rights, from time to time, under these Articles of Incorporation.

(c) "Tract" shall mean each subdivided lot or similar property, the owner of which is a member of the Corporation pursuant to the Declaration.

4. Purposes. The Corporation is organized under the Kentucky Nonprofit Corporation Act and the purposes and objects for which the Corporation is formed are as follows:

(a) To promote the social welfare and serve the common good and general welfare of the members of the Corporation and to construct, operate, maintain and repair any common area, whether owned by the Corporation or not, as contemplated by the Declaration.

(b) Notwithstanding the generality of the foregoing, the Corporation shall not (1) devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, or (2) directly or indirectly participate in, intervene in (including the publishing or distributing of statements), any political campaign on behalf or in opposition to any candidate for public office.

5. Powers. In addition to all other powers the Corporation may have pursuant to the Kentucky Nonprofit Corporation Act, the Corporation shall have the powers to:

(a) Exercise and enforce any right or privilege assigned to it under the Declaration; and

(b) Assess, levy and collect assessments against each Tract and against members of the Corporation as provided in any Declaration.

6. Internal Affairs. Provisions for the regulation of the internal affairs of the Corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

(a) The membership of the Corporation shall consist of the members designated from time to time in the Declaration, and such members shall be classified as follows:

(1) Class A membership shall consist of all Tract owners, with the exception of the Developer.

(2) Class B membership shall consist of the Developer. The Class B membership shall cease and be converted to Class A membership on December 31, 2010, or at such earlier time as the Class B members voluntarily resigns in writing their Class B membership rights.

(b) Each Class A member shall have one vote in respect of each Tract owned by such member, and the Class B members shall have five (5) votes in respect of each Tract owned by such members.

(c) Nothing in these Articles of Incorporation shall limit the right of the Developer to alter in any way its plans for the development of the Tracts at any time and from time to time.

(d) No part of the Corporation's net earnings shall inure to the benefit of any individual or any shareholder of the Corporation, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

(e) Upon the dissolution or final liquidation of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to one or more organizations designated by the Board of Directors at that time, to be used in such manner as in the judgment of the Board of Directors will best accomplish the general purposes of the Corporation. Any of such assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or

organizations as said court shall determine, which are organized and operated exclusively for such purposes.

7. Office and Agent. The address of the Corporation shall be 211 Grandview Drive, Ft. Mitchell, Kentucky 41017. The name and address of the Corporation's initial Registered Agent shall be Thomas Miller, 211 Grandview Drive, Ft. Mitchell, Kentucky 41017.

8. Board of Directors. The number of directors constituting the Corporation's initial Board of Directors shall be three (3), and the names and addresses of the persons who are to serve as the initial directors are:

<u>NAME</u>	<u>ADDRESS</u>
Thomas Miller	211 Grandview Drive Ft. Mitchell, Kentucky 41017
Michael Schoettelkotte	211 Grandview Drive Ft. Mitchell, Kentucky 41017
Rick Bowman	211 Grandview Drive Ft. Mitchell, Kentucky 41017

9. Amendment. These Articles of Incorporation may be amended in the manner now or hereafter provided by Kentucky Statute for the amendment hereof, but only with the assent of seventy-five percent (75%) of the total number of votes held by the entire membership of the corporation.

10. Incorporators. The names and addresses of the incorporators are Thomas Miller, 211 Grandview Drive, Ft. Mitchell, Kentucky 41017, Michael Schoettelkotte, 211 Grandview Drive, Ft. Mitchell, Kentucky 41017 and Rick Bowman, 211 Grandview Drive, Ft. Mitchell, Kentucky 41017.

11. Elimination of Personal Liability of Directors. No director of the Corporation shall be personally liable for monetary damages for breach of his/her duties as a director, provided, however, that this provision shall not eliminate or limit the liability of any director for:

(a) Any transaction in which the director's personal financial interest is in conflict with the financial interests of the Corporation.

(b) Acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be in violation of law.

BOOK 579 PAGE 286

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JERRY W. BRUCE
CLERK

111.02 pg 2

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION**

This instrument prepared by:

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
1600 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

URN TO:

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EXHIBITS

- A - Legal Description - Initial Development of Rivershore Farms Subdivision
- B - Legal Description - Possible Future Development of Rivershore Farms Subdivision
- C - Articles of Incorporation
- D - By-Laws
- E - Existing Lot Owners

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISIONS

THIS DECLARATION, made this 16 day of SEPTEMBER, 1996, by and among The Drees Company, a Kentucky corporation, hereinafter referred to as the "Declarant" and the individual Lot Owners set forth on the attached Exhibit "E".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on Parcel I of Exhibit "A" hereof and desires to develop a portion of said real estate into a single family subdivision with permanent common areas for the benefit of said community to be known as "Rivershore Farms Subdivision"; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas; and to this end, desires to subject the real property described in Exhibit "A" hereof to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and

WHEREAS, the Lot Owners set forth on the attached Exhibit "E" are the owners of the real property described on Parcel II of Exhibit "A" hereof and desire to subject such property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed the "Rivershore Farms Homeowners Association, Inc.", as a non-profit Kentucky corporation for the purpose of carrying out the powers and duties aforesaid;

NOW, THEREFORE, the Declarant and the above referenced Lot Owners hereby declare that all of the real property described in Exhibit "A" and such other property as may be subjected to the provisions hereof pursuant to Article II, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any

subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Articles" and "Articles of Incorporation" shall mean those Articles, filed with the Secretary of Kentucky, incorporating Rivershore Farms Homeowners Association, Inc., as a corporation not for profit under the provisions of Kentucky Revised Statutes, as the same may be amended from time to time. A true copy of the Articles as shown in Exhibit "C" is attached hereto and made a part hereof.

(b) "Association" shall mean and refer to the Rivershore Farms Homeowners Association, Inc., and its successors and assigns.

(c) "Board" and "Board of Trustees" shall mean the Board of Trustees of the Association as provided in the Articles of Incorporation and By-Laws of the Association. The Board of Trustees shall also be known as the "Board of Directors".

(d) "By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time. A true copy of the By-Laws as shown in Exhibit "D" is attached hereto and made a part hereof.

(e) "Common Areas" shall mean and refer to all real property, or any interest therein, including greenbelt or landscape easements, together with improvements located thereon, for the benefit, use and enjoyment of all of the Members of the Association. The "Common Areas" shall also include any areas that have been specifically designated by the Declarant on a recorded plat as "Common Areas". The "Common Areas" could include, but shall not be limited to, greenbelt easement areas, entryways, landscape mounds, stone pillars, board fences, roadway islands and the undedicated portion of any roadway or street conveyed to the Association.

(f) "Declarant" shall mean and refer to The Drees Company, a Kentucky corporation, and its successors and assigns.

(g) "Developer" shall mean and refer to The Drees Company, a Kentucky corporation, or its successors and assigns.

and the real property described in Exhibit "B" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided.

Section 3. Annexation of Additional Property. Except as hereafter provided, for a period of twenty (20) years from and after the date this Declaration is filed for record, additional property, not limited to the property described in Exhibit "B", may be annexed to the above-described Property by the Declarant without the assent of the Members of the Association, if any. Thereafter, such additional property may be annexed only with the consent of fifty-one (51%) percent of each class of Members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described Property. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on Exhibit "A".

Any annexations made pursuant to this Article, or otherwise shall be made by recording a supplement to this Declaration with the Clerk of Boone County, Kentucky, which supplementary declaration shall extend the scheme of the within covenants and restrictions to such annexed property. Such supplementary Declaration may contain such additional covenants, conditions, restrictions, easements, charges and liens as the Declarant shall deem appropriate for the purpose of completing the development of the property.

Section 4. Additional Common Areas. Declarant shall have the right, from time to time, during the Development Period, to convey to the Association for nominal or other appropriate consideration, and the Association may accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. The Association shall not accept any such conveyance until the conveyance shall have been approved by the Board of Trustees. Upon acceptance of the conveyance by the Board of Trustees, the property conveyed shall constitute Common Areas.

Section 5. Termination of Prior Declaration. This Declaration cancels and supersedes the Declaration of Conditions, Reservations and Restrictions of Rivershore Farms as recorded in Book 261, Page 147 of the Boone County Clerk's Records at Burlington, Kentucky together with the First Amended Declaration thereto recorded in Book 279, Page 269 of the Boone County Clerk's Records at Burlington, Kentucky.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Right of Enjoyment in the Common Areas. Every Owner and, in the case of rented residences, such Owner's tenants, shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) The right of the Association or the Declarant to grant utility easements (including cable television), greenbelt easements, sign easements or roadway easements over the Common Areas.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the applicable By-Laws of the Association, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property.

Section 3. Title to Common Areas. The title to any portion of the Common Areas that is to be owned by the Association in fee simple shall be conveyed to the Association free and clear of all liens and encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate or grant the same where necessary and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development

period, the Association shall have Class A Members (being all Owners except Developer) and a Class B Member (Developer). At such time as the Class B membership shall terminate, the Developer, if it is then an Owner, shall become a Class A Member and continue as such so long as it shall remain an Owner.

Section 2. Voting Members.

(a) With the exception of the Developer until Class B membership has terminated as provided in the Articles, every person, group of persons or entity who is an Owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A Member of the Association. Class A Members shall be entitled to one vote per each Lot in which they hold the interest required for membership.

(b) Class B Members shall be the Developer which shall be entitled to five (5) votes for each Lot in which the Developer holds the interest otherwise required for Class A membership multiplied by the number of residences located or proposed by the Declarant to be located on such Lot, provided, however, that such Class B membership shall terminate at such time as provided in the Articles.

(c) At such time as Class B membership shall terminate, the Developer which, for any Lot, holds an interest therein otherwise required for Class A membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member. If more than one person, group of persons, or entity is the record Owner of a fee interest in any Lot, then the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

ASSESSMENTS

Section 1. Covenant for Assessments. The Declarant for each Lot owned by it (and as hereinafter limited by the provisions of this Declaration) and each person, group of persons, or entity who becomes an Owner of a Lot in Rivershore Farms Subdivision, by virtue of the acceptance of a deed for such Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Common Area Assessments, and (2) Special Common Area Assessments.

All assessments referred to above shall be fixed, established and collected from time to time as hereinafter provided. All assessments, together with interest thereon as hereafter provided

and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such property and Lot at the time when the assessment fell due.

Section 2. Annual Common Area Assessments; Purposes. The Annual Common Area Assessments levied by the Association are for the purpose of promoting the scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development.

To carry out these purposes, an Annual Common Area Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance and for repairs, replacements and additions, and for the cost of labor, equipment, and materials, management and supervision, and including the maintenance, repair and landscaping of entrance ways to the community or adjoining roads, lakes or other areas, whether public or private, which may affect the recreation, scenic enjoyment, health, welfare and safety of the residents even though not owned by the Association.

Section 3. Annual Common Area Assessments, Initial Amount. Until January 1, 1998, the Maximum Annual Common Area Assessment for Lots for the general purposes provided in Section 2 of this Article V shall not exceed \$375.00 per Lot.

The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis. The Board of Trustees may fix the Annual Common Area Assessment for any amount not in excess of the maximum hereinabove provided for.

Section 4. Annual Assessment; Maximum Increase.

(a) From and after January 1, 1998, the amount of the Maximum Annual Assessments, set out in Article V, Section 3 above for all applicable Lots will increase automatically ten (10%) percent per year in addition to the maximum sum allowed for the previous year (whether changed or not), unless prior to the levying of such new assessment year, the Board of Trustees vote to reduce any such assessment below that allowed to be changed in such year. As used herein, the term "allowed to be changed" shall mean the sum set out in Article V, Section 3 above, increased and compounded ten (10%)

percent per year beginning with the year immediately following the conveyance of the first Lot to an Owner.

(b) From and after January 1, 1998, the Maximum Annual Assessments for all applicable Lots may be increased above that established by the preceding paragraph, by a vote of Members as hereinafter provided for the next succeeding year and at the end of such year for each succeeding year. Any change in the Annual Common Area Assessment made pursuant to this paragraph shall have the assent of a fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Member.

Section 5. Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any assessment year a Special Common Area Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas or the facilities situated in the Subdivision, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto. Any Special Common Area Assessment enacted pursuant to this paragraph shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and fifty-one (51%) percent of the total number of votes held by the Class B Member. Any Special Common Area Assessments levied by the Association pursuant to the provisions of this section shall be fixed at a uniform rate based upon the number of applicable Lots. All monies received by the Association as a Special Assessment shall be held in trust by the Association for the benefit of the Members to be used solely for the purpose of such Special Assessment and any income derived therefrom shall be held as a separate fund and shall be accounted for separately from the other assets coming under the control of the Association. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis. Special Common Area Assessments shall be used solely for the benefit of the Common Areas and related expenses.

Section 6. Commencement of Assessments. The Annual Common Area Assessment shall commence on January 1, 1997, or at such other time as determined by the Board. The first assessment for any such membership may be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. The Board may from time to time determine the manner and schedule of payments.

It shall be the duty of the Board of Trustees of the Association to periodically fix the amount of an assessment against each Lot for such assessment period and the Board of Trustees shall make reasonable efforts to fix the amount of an assessment against

each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Board. Written notice of an assessment shall thereupon be sent to the Owner of any Lot subject thereto. Any Annual Assessment subsequent to the first Annual Assessment shall become a lien on January 1 of each year; and any Special Assessments shall become a lien at the time designated by the Board of Trustees. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

Section 7. Assessment of Developer. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Developer, while there exists a Class B Member, shall be required to pay an assessment for any recorded, unsettled Lot in which such Developer has the interest otherwise required for Class A membership only in any amount equal to ten percent (10%) of the Annual Common Area Assessment and Special Common Area Assessment which the Association levies for purposes set forth in Article V, Sections 2 and 5. The provisions of this Section 7 shall not apply to the assessment of any Lot held by the Developer for rental purposes that is or has been occupied as a residence; in which event the Developer shall be required to pay the full amount of the assessments levied thereon.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of an assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Section 9. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay any assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them with the consent of the Association.

If any assessment is not paid within fifteen (15) days after the due date, such assessment shall bear interest at the rate of ten percent (10%) per annum, and the Association may bring an

action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of such assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or abandonment of his Lot.

In addition to the ten percent (10%) per annum interest provided above, the Board of Trustees in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within fifteen (15) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the assessment which is delinquent by fifteen (15) days.

Section 10. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, any first mortgagee who obtains title to a Lot pursuant to the remedies in the mortgage or through foreclosure shall not be liable for more than six (6) months of the Lot's unpaid assessments and/or charges accrued before the acquisition of title to the Lot by the mortgagee.

Section 11. Capital Contribution; Common Area Assessment at Closing. Within sixty (60) days after the date of the closing on the initial purchase of a Lot, the purchaser shall be required to pay a sum equal to one (1) year of the current Annual Common Area Assessment for a Lot as such purchaser's initial capital contribution to the working capital of the Association. This assessment shall be used by the Association for its operating expenses. Such assessment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, within sixty (60) days after the date of such closing, each original purchaser of a Lot shall be required to pay a pro rata share of the Annual Common Area Assessment for the balance of the current year to the extent that such assessment is not otherwise being collected by the Association. The Developer as well as the owners of Lots 2, 3, 7, 13, 14, 18, 19, 20, 21, 22, 24, 25, 26 and 28 of the Subdivision shall be exempt from the assessments collected pursuant to this section.

ARTICLE VI

INSURANCE

Section 1. Liability Insurance. The Association shall obtain and maintain a Comprehensive policy of public liability insurance covering the Common Areas and any other facilities insuring the Association, Trustees, and Owners and members of their respective families, tenants and occupants in an amount of not less than One

Million Dollars (\$1,000,000.00), per occurrence for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. The insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a residential Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Owners, tenants or occupants.

Section 2. Casualty Insurance. The Association may obtain fire, lightning and extended coverage or similar insurance in an amount of not less than one hundred percent (100%) of the replacement cost thereof on all Common Areas. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. Said insurance shall be payable to the Association and the proceeds from which shall be used to restore or replace any Common Area damaged or destroyed by any peril covered by said insurance.

Section 3. Other Insurance; Allocation. In addition, the Association shall obtain and maintain Trustees' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time. The cost of any insurance purchased pursuant to this Article VI shall be allocated to the Common Areas in such percentage as determined by the Board from time to time.

Section 4. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots for which whose benefit the amount was so advanced, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

Section 5. Fidelity Bonds. The Board shall obtain fidelity bond coverage, naming the Association as an insured, with respect to any person or agent handling Association funds in an amount of not less than Five Thousand Dollars (\$5,000.00) as determined by the Board.

ARTICLE VII

COMMITTEES

Section 1. Finance and Maintenance Committee; Other Committee. The Board of Trustees may appoint a Finance and Maintenance Committee consisting of not more than five (5) Members of the Association. This Committee shall prepare the annual budget of the Association for submission to the Board of Trustees. The Committee shall also make recommendations to the Board of Trustees as to the amount of the Annual Assessments to be levied by the Board of Trustees. Additionally, the Committee shall make recommendations to the Board of Trustees as to the needs, repairs and monetary requirements for the Common Areas.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. General Requirements. Except as otherwise provided, the following requirements shall be applicable to all Lots in Rivershore Farms Subdivision:

(a) General Conditions. No building shall be erected, altered, placed or be permitted to remain on any Lot other than one detached single-family dwelling with a private garage suitable for parking not more than four (4) cars which is to be attached to the principal dwelling. To the extent practical, each builder shall endeavor to construct side-entry garages.

Except for improvements constructed by the Developer in connection with the development of the Property, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas (including areas designated as "open-space easements"). Additionally, no improvement constructed by the Developer in connection with the development of the Property shall be removed from the Common Areas (including areas designated as "open-space easements") without the prior written consent of the Developer or the Association.

(b) House Placement and Yard Grading. Residences shall conform to grade and drainage patterns existing at the time of the recording of the record plat for the subject Lot. Existing grades at Lot lines shall not be unreasonably altered without the written consent of the Developer of such Lot. Each Lot Owner and/or builder shall endeavor to retain as much of the natural woods as is practical. To the extent practical, each builder shall endeavor to maintain a sixty foot (60') or greater front yard set back for a residence constructed on a Lot.

(c) Dwelling Floor Areas. The living area of any dwelling constructed on a lot, exclusive of decks, porches, basements, and

garages, shall be no less than 2300 square feet for ranch-style dwellings, and no less than 2500 square feet for all other type dwellings.

(d) Underground Houses and Log Houses. Underground and log structures are prohibited.

(e) Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance.

(f) Water Discharge. Storm water must be disposed of in accordance with drainage plans established by the Developer or the Association.

(g) Radio and Television Antennas; Satellite Dishes. All television and radio antennas, including CB radio antennas, must be enclosed within the residence located on the Lot.

Satellite dishes shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) the diameter of the dish does not exceed 18"; (b) it is screened from view of all adjacent Lots; (c) it is located in the rear yard area of the Lot.

(h) Air Conditioning and Heat Pump Equipment. Such equipment shall be located only in side or rear yards.

(i) Awnings. No metal or plastic awnings for windows or doors may be erected or used.

(j) Fences. Except as hereafter provided, no fence or wall of any kind, (excluding the use of a hedge or other growing plants as a fence), shall be erected, placed or suffered to remain upon any Lot. Notwithstanding the above, the Board shall have the right to approve the type and location of fences enclosing a tennis court or swimming pool area. This paragraph shall not apply to retaining walls or decorative fences installed by a Developer in connection with the development of the Property. Additionally, this paragraph shall not be construed to prohibit existing fences (as well as comparable replacements thereof) situated on a Lot on the date of the recording of this Declaration with the Boone County Clerk.

(k) Prohibited Accessory Structures. No permanent or temporary building, tent, storage shed, free standing greenhouse, or above ground pool or pool designed for above ground use shall be erected or permitted to remain upon a Lot. This paragraph shall not be construed to prohibit inground pools or tennis courts as well as related structures such as a cabana. This paragraph shall also not be construed to prohibit accessory structures (as well as comparable replacements thereof) situated on a Lot on the date of the recording of this Declaration with the Boone County Clerk.

This paragraph shall not apply to any Lots owned by the Developer and held for sale.

(l) Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street.

(m) Lighting Exterior. Mercury vapor yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way by the Developer or a utility company.

(n) Completion. Construction of a residential building on any tract shall be completed within twelve (12) months from the date construction is started and any disturbed areas of the yard of the residence must be sodded or seeded.

(o) Mailboxes and Post Lamps. At the time of the construction of a residence, the builder shall install a mailbox and post lamp in the front lawn area of the residence in accordance with designs approved by the Developer or the Association.

BC/OC
 BK/T.E.
 SEM/CD.M
 DWN/VAN
 ZUB/B
 MMC RM
 L.H./J.B.

(p) Subdivision and Consolidation of Lots. No Lots shall be subdivided or consolidated with other Lots. This paragraph shall not be construed to prohibit: (i) the alteration of the common lot line between Lot No. 20 and Lot No. 21 of the Subdivision; and (ii) the replat of the Lots 29 through 42 of the Subdivision.

(q) Zoning. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

Section 2. Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Article VIII, Section 1. Additionally, so long as the Developer owns one or more Lots on the Property, such Developer may grant reasonable variances from the provisions of Article VIII, Section 1 with respect to Lots owned or sold by such Developer. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 2 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE IX

USE RESTRICTIONS AND MAINTENANCE

Section 1. Restrictions. All Lots shall be subject to the following restrictions:

(a) Purpose of Property. All Lots shall be used only for residential purposes and common recreational purposes auxiliary

This paragraph shall not apply to any Lots owned by the Developer and held for sale.

(l) Exterior Carpeting. No exterior carpeting shall be allowed if it is visible from the street.

(m) Lighting Exterior. Mercury vapor yard lights in excess of 50 watts are prohibited, except for street lights installed in a right-of-way by the Developer or a utility company.

(n) Completion. Construction of a residential building on any tract shall be completed within twelve (12) months from the date construction is started and any disturbed areas of the yard of the residence must be sodded or seeded.

(o) Mailboxes and Post Lamps. At the time of the construction of a residence, the builder shall install a mailbox and post lamp in the front lawn area of the residence in accordance with designs approved by the Developer or the Association.

BC/DC
SK/TE
25

(p) Subdivision and Consolidation of Lots. No Lots shall be subdivided or consolidated with other Lots. This paragraph shall not be construed to prohibit: (i) the alteration of the common lot line between Lot No. 20 and Lot No. 21 of the Subdivision; and (ii) the replat of the Lots 29 through 42 of the Subdivision.

(q) Zoning. All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

Section 2. Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Article VIII, Section 1. Additionally, so long as the Developer owns one or more Lots on the Property, such Developer may grant reasonable variances from the provisions of Article VIII, Section 1 with respect to Lots owned or sold by such Developer. A variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. A variance granted pursuant to the authority of this Section 2 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the granting of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

ARTICLE IX

USE RESTRICTIONS AND MAINTENANCE

Section 1. Restrictions. All Lots shall be subject to the following restrictions:

(a) Purpose of Property. All Lots shall be used only for residential purposes and common recreational purposes auxiliary

thereto. This paragraph shall not be construed to prohibit the Owner of Lot 26 of Rivershore Farms Subdivision from maintaining a barn and related facilities (as well as comparable replacements thereof) on such Lot. The Developer shall have the right to use unsold residences as model homes or sales offices. Additionally, builders shall have the right to use unsold residences as model homes or sales offices.

(b) Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Developer and held for sale.

(c) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

(d) Signage. No sign of any kind shall be displayed to the public view on any Lot except (a) one professional sign of not more than two (2) square feet; (b) one sign of not more than four (4) square feet advertising the property for sale; (c) and signs used by the Developer to advertise the property during the construction or sale period.

(e) Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Lots owned by the Developer and held for sale.

(f) Maintenance. Each and every Lot as well as any structure thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. The lawn area of a Lot, as well as all fences and landscaping situated on a Lot, shall be maintained in good condition. Any trees installed by the Developer that are removed or die shall be replaced by the Owner of the Lot with a tree of similar type and size to the extent practical. All Lots, including any areas designated as "open-space easements" or "landscape and signage easements" on such Lots, shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Lots owned by the Developer and held for sale.

(g) Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat, or travel trailer shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless

the same is in an enclosure or garage and completely out of view. Trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such trucks are kept in an enclosure or garage and completely out of view.

No vehicle in inoperable condition shall be stored on any Lot for a period in excess of five (5) days unless the same is in an enclosure or garage and completely out of view. This paragraph shall not apply to any Lots owned by the Developer and held for sale.

(h) Garage and Yard Sales and Holiday Decorations. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period.

Christmas lights and other holiday-type decorations may be erected no sooner than four (4) weeks prior to and removed not later than four (4) weeks after such holiday.

(i) Obstruction of Easements and Drainage. No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible. Unless otherwise designated on the record plat, a ten (10) foot wide private drainage easement shall exist along all common lot lines, the common lot line being the center line of said easement.

ARTICLE X

EASEMENTS

Section 1. Access Easements. All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purpose of providing Declarant and the Association access to the Lots in order to maintain any landscaping or signage installed on a Lot in connection with the development of the Property. No one other than the Declarant, the Association or the Owner of the Lot in question shall be permitted to have access to, or enter onto, such Owner's Lot.

Section 2. Termination of Easement. All horse trail or similar type easements set forth on the existing record plat or plats for the Property are hereby terminated and any Lots previously subject to such easements shall be deemed free from the effects of such easements to the fullest extent permitted by law.

ARTICLE XIMISCELLANEOUS

Section 1. Duration. Except as otherwise provided and except where permanent or perpetual easements or other permanent rights or interest are herein created, the terms and provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or by any of the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of recordation of this Declaration, after which the Declaration shall be automatically extended for successive periods of ten (10) years in perpetuity, unless a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots have been recorded, agreeing to terminate the Declaration.

Section 2. Amendment. The Declaration may be amended, from time to time as follows:

(a) By Declarant and Developer. The Declarant reserves the right and power, and each Lot Owner by acceptance of a deed to a Lot is deemed to consent to and does with an interest, which shall run with the title to the Lot, and is irrevocable except by Declarant for a period of five (5) years from the date hereof, to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution, (including the U.S. Department of Housing and Urban Development, the U.S. Veteran's Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar agency), without the approval of the Lots Owners, or to the extent necessary to enable Declarant or any other Developer to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. Any amendment must be recorded and shall take effect only upon recording.

The Declarant and/or the Developer shall have the right to amend the Declaration as provided in Article II, Section 3 in order to annex additional property to the terms of this Declaration.

(b) By lot Owners. Except as otherwise provided in this Declaration, this Declaration may be amended at any time by an instrument executed by persons or entities enabled to exercise seventy-five percent (75%) of the voting power of both classes of the Association; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarant's prior written consent. Any amendment must be recorded and shall take effect only upon recording.

Section 3. Personal Liability. Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any Member of the Board of Trustees or any officer of the Association acting in his capacity as such, for the maintenance, repair or replacement of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful omissions or misconduct and each person who becomes an Owner or Member hereby releases and discharges all liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by first class mail, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way effect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By-Laws of the Association, the Declaration shall control.

Section 8. Condemnation. In the event any Common Area and/or any community facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or otherwise sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the appropriate Members.

Section 9. Professional Management Contracts and Other Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years

and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

Section 10. Non-Liability of Declarant or Developer. Neither Declarant nor Developer or their representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the By-Laws, whether or not such claims shall be asserted by an Owner, Occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.), except as provided by any written warranty provided by the Developer to an Owner or the Association.

Section 11. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other forms of business organizations, or individuals, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 12. Articles of Incorporation and By-Laws. Copies of the Articles of Incorporation and By-Laws for the Association are attached hereto as Exhibits "C" and "D".

IN WITNESS WHEREOF, the said The Drees Company, a Kentucky corporation, has hereunto set their signatures on the day and year first written above.

THE DREES COMPANY

By: Thomas F. Miller
Thomas F. Miller, Vice President

STATE OF OHIO :
: SS:
COUNTY OF HAMILTON :

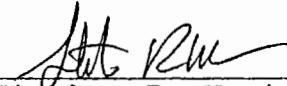
The foregoing instrument was acknowledged before me this 11th day of September, 1996 by Thomas F. Miller, Vice President of The Drees Company, a Kentucky corporation, on behalf of said corporation.



Notary Public



STEPHEN R. HUNT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03

This instrument was prepared by 

Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
1600 Star Bank Center
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

EXHIBIT "A"

PARCEL I
BLOCK A

1838.
Group ~~61-A~~

Being all of Lot Numbers 1, 5, 6, 17 and 23 of Rivershore Farms Subdivision, Block "A" as shown on Plat recorded in Slide Number 61-A of the Boone County Clerk's records at Burlington, Kentucky.

BLOCK B

1901.
Group ~~67-B~~

Being all of Lot Numbers 9, 11, 15 and 16 of Rivershore Farms Subdivision, Block "B" as shown on the plat recorded in Slide Number 87-B of the Boone County Clerk's records at Burlington, Kentucky.

BLOCK C

1968.
~~2000~~
Group ~~119-A~~

Being all of Lot Numbers 27 and 29 through 42 of Rivershore Farms Subdivision, Block "C" as shown on the plat recorded in Slide Number 119-A of the Boone County Clerk's records at Burlington, Kentucky.

EXHIBIT "A"
CONTINUED

PARCEL II
BLOCK A

1838.
Group ~~61A~~

Being all of Lot Numbers 2, 3, 4, 7, 18, 19, 21, 22, 24, 25 and 26 of Rivershore Farms Subdivision, Block "A" as shown on Plat recorded in Slide Number 61-A of the Boone County Clerk's records at Burlington, Kentucky.

BLOCK B

1901.
Group ~~87B~~

Being all of Lot Numbers 8, 10, 12, 13 and 14 of Rivershore Farms Subdivision, Block "B" as shown on the plat recorded in Slide Number 87-B of the Boone County Clerk's records at Burlington, Kentucky.

BLOCK C

1968.
~~2002~~
Group ~~119A~~

Being all of Lot Number 28 of Rivershore Farms Subdivision, Block "C" as shown on the plat recorded in Slide Number 119-A of the Boone County Clerk's records at Burlington, Kentucky.

GROUP NO. 2002

SITUATED IN BOONE COUNTY, KENTUCKY, GROUP NO. 2002, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SPIKE IN THE CENTERLINE OF KENTUCKY HIGHWAY NO. 8, SAID POINT BEING PROXIMATELY 1800 FEET SOUTHEAST OF THE INTERSECTION OF KENTUCKY HIGHWAY NO. 8 AND KENTUCKY HIGHWAY NO. 237, THENCE SOUTH 12 DEGREES 30 MINUTES 05 SECOND WEST 2204.25 FEET TO A POST; THENCE SOUTH 42 DEGREES 19 MINUTES 14 SECONDS EAST, 148.36 FEET TO A POST; THENCE SOUTH 03 DEGREES 47 MINUTES 55 SECONDS WEST, 841.09 FEET TO A PIN IN THE LINE OF CONWAY HILLS ESTATES SUBDIVISION; THENCE ALONG THE LINES OF CONWAY HILLS ESTATES SUBDIVISION, THE FOLLOWING COURSES AND DISTANCES:

NORTH 74 DEGREES 05 MINUTES 06 SECONDS EAST, 382.85 FEET TO A PIN;
 SOUTH 18 DEGREES 25 MINUTES 14 SECONDS EAST, 455.18 FEET TO A PIN;
 NORTH 75 DEGREES 24 MINUTES 27 SECONDS EAST, 836.57 FEET TO A PIN;
 SOUTH 16 DEGREES 49 MINUTES 14 SECOND EAST, 1006.98 FEET TO A POST AT THE SOUTHEAST CORNER OF CONWAY HILL ESTATES SUBDIVISION;
 THENCE SOUTH 14 DEGREES 13 MINUTES 05 SECOND EAST, 1000.64 FEET TO A PIN;
 THENCE SOUTH 15 DEGREES 02 MINUTES 32 SECOND EAST, 111.46 FEET TO A PIN;
 THENCE NORTH 55 DEGREES 58 MINUTES 00 SECOND EAST, 105.20 FEET TO A PIN;
 THENCE NORTH 10 DEGREES 15 MINUTES 24 SECONDS EAST, 520.00 FEET TO A PIN;
 THENCE NORTH 34 DEGREES 38 MINUTES 49 SECOND EAST, 1049.30 FEET TO A POST;
 THENCE NORTH 01 DEGREES 27 MINUTES 00 SECONDS EAST, 442.50 FEET TO A POST;
 THENCE NORTH 08 DEGREES 17 MINUTES 42 SECONDS WEST, 304.40 FEET TO A PIN;
 THENCE NORTH 05 DEGREES 11 MINUTES 18 SECOND EAST, 208.80 FEET TO A PIN;
 THENCE NORTH 08 DEGREES 46 MINUTES 42 SECOND WEST, 536.20 FEET TO A PIN;
 THENCE NORTH 39 DEGREES 34 MINUTES 18 SECOND EAST, 269.00 FEET TO A PIN;
 THENCE NORTH 03 DEGREES 36 MINUTES 18 SECONDS EAST, 115.00 FEET TO A PIN;
 THENCE NORTH 01 DEGREES 36 MINUTES 18 SECOND EAST, 355.90 FEET TO A PIN;
 THENCE NORTH 29 DEGREES 51 MINUTES 18 SECONDS EAST, 185.50 FEET TO A SPIKE IN THE CENTERLINE OF KENTUCKY HIGHWAY NO. 8; THENCE ALONG SAID CENTERLINE OF KENTUCKY HIGHWAY NO. 8, THE FOLLOWING COURSES;

NORTH 60 DEGREES 12 MINUTES 02 SECONDS WEST, 555.57 FEET TO A NAIL;
 NORTH 59 DEGREES 16 MINUTES 22 SECONDS WEST, 225.00 FEET TO A NAIL;
 NORTH 59 DEGREES 16 MINUTES 08 SECONDS WEST 50.00 FEET TO A SPIKE;
 NORTH 57 DEGREES 20 MINUTES 52 SECONDS WEST, 2016.44 FEET TO A SPIKE AND THE REAL POINT OF BEGINNING. CONTAINING 186.140 ACRES.

SUBJECT TO legal highways, legal easements of record, and restrictions, including but not limited to a certain easement in favor of T. E. Products Pipeline Company, Limited Partnership, as adjudicated in the Boone Circuit Court No. 92-Ci-592 and is more particularly described in Easement Book 33, page 314 of the Boone County Clerk's Records at Burlington, Kentucky.

Being a part of the same property conveyed to William R. Goan as shown by deeds recorded at Deed Book 304, page 301, Deed Book 379, page 130 and Deed Book 416, page 19, of the Boone Clerk's records at Burlington, Kentucky 41005

RECEIVED

1999 OCT 26 A 9:14

MADEIRA ROUSE
BOONE COUNTY CLERK

25⁰⁰ pd.

BOOK 803 PAGE 8

SUPPLEMENT NUMBER THREE

TO
DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION

(Rivershore Addition)

Grp. 4003
+ 4009.

This Supplement to Declaration ("Supplement"), is made this 19 day of August, 1999, by The Drees Company, a Kentucky corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision on September 16, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Book 579, Page 286 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on May 1, 1997 Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Book 603, Page 316 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on July 30, 1997, Declarant executed Supplement Number Two to the Declaration which Supplement has been recorded in Book 619, Page 50 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, in accordance with Article II of the Declaration, the Declarant and Timberlake Family Limited Partnership, as the owner of the real estate described in the attached Exhibit "A", desire to amend the Declaration in order to subject additional property to the terms of the original Declaration; and

WHEREAS, the Declarant and Timberlake Family Limited Partnership desire to subject the real property described in the attached Exhibit "A" to additional covenants and restrictions as set forth in this Supplement.

NOW, THEREFORE, the Declarant and Timberlake Family Limited Partnership hereby declare as follows:

Return to
KLETTE & KLETTE
ATTORNEYS
250 GRANDVIEW DRIVE, SUITE 250
FT. MITCHELL, KENTUCKY 41017-5610

1. That the real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration as well as the additional provisions of this Supplement.

Except as otherwise provided herein, the above-described real property shall be held, sold and conveyed subject to the covenants, conditions and restrictions and reservation of easements contained in the Declaration, as well as those covenants, conditions and restrictions and reservation of easements contained in this Supplement, which shall run with such real property and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. That Article I of the Declaration is hereby amended by adding the following definition:

(n) "Addition Lot" shall mean and refer to those Lots described on the attached Exhibit "A".

3. That the following provisions are added to the Declaration:

ARTICLE XII

DEVELOPMENT RESTRICTIONS

Section 1. Approval Required. No building, fence, wall, deck, structure or other exterior improvement which is associated with the original construction of a residence on a Lot shall be commenced, erected or maintained upon the Properties, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Declarant. Such plans and specifications shall be reviewed as to harmony of external design and location in relation to surrounding structures and topography in accordance with the requirements hereinafter set forth and the design review criteria established from time to time by the Declarant.

The plans and specifications to be submitted shall be in such form and shall contain such information as the Declarant may reasonably require but shall in all cases unless waived by the Declarant include:

(a) A site plan showing the location of all proposed structures on the Lot and the approximate size and square footage of the first, or ground floor of the structure and square footage of the entire structure;

(b) Contours reflecting existing topography and a grading plan showing finished contours, existing environmental features and any significant tree stands;

(c) Any proposed retaining walls;

(d) Proposed fencing; and

(e) Architectural plans, including floor plans, decks or balconies, in elevations clearly depicting the design and exterior appearance including specification of materials, color scheme, trim and other details effecting the exterior appearance of the proposed structure.

All construction shall be performed substantially in accordance with the approved plans and specification and any modifications to such plans and specifications shall be resubmitted to the Declarant for approval.

Section 2. Approval - Not a Guarantee. No approval of plans and specifications shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals shall in no event be construed as representing or guaranteeing that any residence or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant nor the Association shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 3. General Requirements. The following requirements shall be applicable only to Additional Lots:

a. General Conditions: No building shall be erected, altered, placed or be permitted to remain on any Additional Lot other than one detached single-family residence with a private garage suitable for parking not less than two (2) cars which is to be attached to the principal dwelling. All garages shall be side entry or rear entry.

Except for improvements constructed by the Declarant in connection with the development of the Property, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas. Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas without the prior written consent of the Declarant or the Association.

b. House Placement and Yard Grading: Residences and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate Boone County governmental authorities. Existing grades at Lot lines shall not be altered more than one (1) foot without the written consent of the Declarant or the appropriate governmental authorities. Each Lot Owner shall endeavor to retain as much of the natural woods as is practical.

c. Building Materials: The exterior building materials on the front of all residences shall extend to within at least eight inches (8") from ground level.

d. Building Setback Area: Unless otherwise noted on the plat for the Property, no building, deck, porch, or other structure shall be erected, altered, placed or permitted to remain in violation of the following setback areas:

Front	-	Forty (40) feet
Side Yard	-	Minimum Ten (10) feet, total Twenty (20) feet
Rear	-	Thirty (30) feet

On a corner lot, the front setback shall be a minimum of forty (40) feet and the side setback adjacent to the side street shall be a minimum of thirty (30) feet. Side street, as used herein, shall refer to any street contiguous to any Lot which street does not face the front door to the residence.

e. Dwelling Floor Areas: The minimum living area (using exterior measurements) of any dwelling constructed on an Additional Lot, exclusive of porches, decks, basements (finished or unfinished) garages and volume or vaulted spaces on the second floor, shall be as follows:

First floor of ranch style dwellings: 2500 Square Feet

First and Second Floor combined for all other style dwellings: 3000 Square Feet

f. Driveways: All driveways shall be surfaced with concrete, asphalt or similar type material, except all driveway approaches from the street to the back of the sidewalk shall be concrete.

g. Water Discharge: Storm water must be disposed of in accordance with drainage plans established by the Declarant or the Association.

h. Radio and Television Antennae and Satellite Dishes: All television and radio antennae, including CB radio antennae, must be enclosed within the residence located on the Additional Lot. Satellite Dishes shall be permitted on any Additional Lot provided they are installed in compliance with the following criteria: (i) the diameter of the dish does not exceed one (1) meter; (ii) it is screened from view of all adjacent Additional Lots; and (iii) is located in the rear yard area of the Additional Lot.

i. Air Conditioning and Heat Pump Equipment: Such equipment shall be located only in side or rear yards and shall be screened from the roadway view.

j. Awnings: No metal or plastic awnings for windows, doors or patios may be erected or used. Canvas awnings may be used on any Additional Lot subject to prior written approval of the Declarant or the Association.

k. Fences: Except as hereafter provided, no fence or wall of any kind (excluding the use of a hedge or other growing plants as a fence), shall be erected, placed or suffered to remain upon any Additional Lot. Notwithstanding the above, the Board shall have the right to approve the type and location of fences enclosing a tennis court or swimming pool area. This Section shall not apply to decorative fences or retaining walls installed by the Declarant in connection with the development of the Property.

l. Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street or adjoining properties.

m. Exterior Lighting and Mailboxes: Mercury vapor yard lights are prohibited, except for street lights installed in a right-of-way by the Declarant or a utility company. Each residence shall have a post light located in the front yard area of the Lot near the street. Original post lights, as well as replacement post lights, shall comply with the specifications established by the Declarant.

Original mailboxes, as well as replacement mailboxes, shall comply with the specifications established by the Declarant.

In the event the post lights or mailboxes by the Declarant are no longer available, the Declarant or the Association shall have the right to designate replacement specifications for such items which shall be similar to the original specified item. This Section shall not apply to residences used by the Declarant or builders as model homes or sales offices.

n. Completion: Construction of a residence on any tract shall be completed within one (1) year from the date construction is started and the entire yard area of the house must be sodded or seeded, provided, however, that the completion date shall be extended for stoppages caused by strike, lockout, labor disputes, fire, unusual delay in transportation, unavoidable casualty, weather and acts of God.

o. Landscaping: Each Owner shall be responsible for installing landscaping on his Lot as follows:

(i) Landscaping shall be installed within six (6) months after the completion of the Living Unit.

p. Basketball Equipment. No, permanent or temporary, freestanding basketball hoops, goals, poles or backboards are permitted in the right of way area or on a Lot within ten feet (10') of a right of way area.

q. Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes. In the event the provisions of this Supplement are more restrictive than the provisions of the applicable zoning regulations and building codes, the provisions of this Supplement shall be enforceable.

Section 4. Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Article XII, Section 3. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Article XII, Section 3. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 4 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Additional Lot for which the variance is granted and to the balance of the Property.

THE RESTRICTIONS AND RIGHTS SET FORTH IN THIS ARTICLE XII SHALL NOT APPLY TO ANY RESIDENCES CONSTRUCTED ON LOTS OTHER THAN ADDITIONAL LOTS. ADDITIONALLY, THE PROVISIONS OF ARTICLE VIII OF THE DECLARATION SHALL NOT BE APPLICABLE TO ADDITIONAL LOTS.

ARTICLE XIII

USE RESTRICTIONS AND MAINTENANCE

Section 1. Restrictions. Additional Lots shall be subject to the following restrictions:

(a) **Purpose of Property:** Except for parcels designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). The Declarant or a builder shall have the right to use residences as model homes or sales offices.

(b) **Nuisance:** No obnoxious or offensive activity of any kind shall be engaged in on any Additional Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Additional Lots owned by the Declarant or a builder and held for sale.

(c) **Animals and Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Additional Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets.

(d) **Signage:** No sign of any kind shall be displayed to the public view on any Additional Lot except one sign of not more than three (3) square feet advertising the property for sale. This

k. Fences: Except as hereafter provided, no fence or wall of any kind (excluding the use of a hedge or other growing plants as a fence), shall be erected, placed or suffered to remain upon any Additional Lot. Notwithstanding the above, the Board shall have the right to approve the type and location of fences enclosing a tennis court or swimming pool area. This Section shall not apply to decorative fences or retaining walls installed by the Declarant in connection with the development of the Property.

l. Exterior Carpeting: No exterior carpeting shall be allowed if it is visible from the street or adjoining properties.

m. Exterior Lighting and Mailboxes: Mercury vapor yard lights are prohibited, except for street lights installed in a right-of-way by the Declarant or a utility company. Each residence shall have a post light located in the front yard area of the Lot near the street. Original post lights, as well as replacement post lights, shall comply with the specifications established by the Declarant.

Original mailboxes, as well as replacement mailboxes, shall comply with the specifications established by the Declarant.

In the event the post lights or mailboxes by the Declarant are no longer available, the Declarant or the Association shall have the right to designate replacement specifications for such items which shall be similar to the original specified item. This Section shall not apply to residences used by the Declarant or builders as model homes or sales offices.

n. Completion: Construction of a residence on any tract shall be completed within one (1) year from the date construction is started and the entire yard area of the house must be sodded or seeded, provided, however, that the completion date shall be extended for stoppages caused by strike, lockout, labor disputes, fire, unusual delay in transportation, unavoidable casualty, weather and acts of God.

o. Landscaping: Each Owner shall be responsible for installing landscaping on his Lot as follows:

(i) Landscaping shall be installed within six (6) months after the completion of the Living Unit.

p. Basketball Equipment. No, permanent or temporary, freestanding basketball hoops, goals, poles or backboards are permitted in the right of way area or on a Lot within ten feet (10') of a right of way area.

q. Zoning: All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes. In the event the provisions of this Supplement are more restrictive than the provisions of the applicable zoning regulations and building codes, the provisions of this Supplement shall be enforceable.

Section 4. Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Article XII, Section 3. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Article XII, Section 3. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 4 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Additional Lot for which the variance is granted and to the balance of the Property.

THE RESTRICTIONS AND RIGHTS SET FORTH IN THIS ARTICLE XII SHALL NOT APPLY TO ANY RESIDENCES CONSTRUCTED ON LOTS OTHER THAN ADDITIONAL LOTS. ADDITIONALLY, THE PROVISIONS OF ARTICLE VIII OF THE DECLARATION SHALL NOT BE APPLICABLE TO ADDITIONAL LOTS.

ARTICLE XIII

USE RESTRICTIONS AND MAINTENANCE

Section 1. Restrictions. Additional Lots shall be subject to the following restrictions:

(a) **Purpose of Property:** Except for parcels designated as Common Areas, the Property shall be used only for residential purposes and common recreational purposes auxiliary thereto. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). The Declarant or a builder shall have the right to use residences as model homes or sales offices.

(b) **Nuisance:** No obnoxious or offensive activity of any kind shall be engaged in on any Additional Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Additional Lots owned by the Declarant or a builder and held for sale.

(c) **Animals and Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Additional Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets.

(d) **Signage:** No sign of any kind shall be displayed to the public view on any Additional Lot except one sign of not more than three (3) square feet advertising the property for sale. This

Section 4. Variances. In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the Board shall have the authority to grant reasonable variances from the provisions of Article XII, Section 3. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, may grant reasonable variances from the provisions of Article XII, Section 3. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant. No variance granted pursuant to the authority of this Section 4 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Additional Lot for which the variance is granted and to the balance of the Property.

THE RESTRICTIONS AND RIGHTS SET FORTH IN THIS ARTICLE XII SHALL NOT APPLY TO ANY RESIDENCES CONSTRUCTED ON LOTS OTHER THAN ADDITIONAL LOTS. ADDITIONALLY, THE PROVISIONS OF ARTICLE VIII OF THE DECLARATION SHALL NOT BE APPLICABLE TO ADDITIONAL LOTS.

ARTICLE XIII

USE RESTRICTIONS AND MAINTENANCE

Section 1. Restrictions. Additional Lots shall be subject to the following restrictions:

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(b) **Nuisance:** No obnoxious or offensive activity of any kind shall be engaged in on any Additional Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Additional Lots owned by the Declarant or a builder and held for sale.

(c) **Animals and Pets:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Additional Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets.

(d) **Signage:** No sign of any kind shall be displayed to the public view on any Additional Lot except one sign of not more than three (3) square feet advertising the property for sale. This

paragraph shall not apply to signs used by Declarant or a builder to advertise the Property during the construction or sale period.

(e) Trash: No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Additional Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Additional Lots owned by the Declarant or a builder and held for sale.

(f) Prohibited Accessory Structures. No permanent or temporary building (other than a single family residence), mobile home, trailer, tent, storage shed, free standing greenhouse, or above ground pool or pool designed for above ground use shall be erected or permitted to remain upon an Additional Lot. Decks, play equipment, inground pools and related structures such as a cabana are permitted provided they are located within the building set back area of the Additional Lot. This paragraph shall not apply to any Additional Lots owned by the Declarant or a builder and held for sale.

(g) Maintenance. Each and every Additional Lot and residence thereon shall be maintained by the Owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the Property. All landscaping on the Additional Lots shall be maintained in good condition. All Additional Lots shall be kept free of debris and clutter and shall be kept mowed. This paragraph shall not apply to any Additional Lots owned by the Declarant or The Drees Company.

(h) Automobiles, Recreational Vehicles, Boats, Travel Trailers. No recreational vehicle, mobile home, boat or travel trailer shall be parked or stored on any Additional Lot, for a period in excess of forty-eight (48) hours during any calendar month, unless the same is in the garage and completely out of view. Commercial vehicles and trucks (excluding sport utility vehicles or non-commercial vans) exceeding a three-quarter (3/4) ton rating are prohibited, unless such commercial vehicles or trucks are kept in the garage and completely out of view.

No vehicle in inoperable condition or unlicensed condition shall be stored on any Additional Lot for a period in excess of five (5) days unless the same is in the garage and completely out of view. This paragraph shall not apply to any Additional Lots owned by the Declarant or a builder and held for sale.

(i) Garage and Yard Sales and Holiday Decorations. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Additional Lot during any twelve (12) month period.

Christmas lights and other holiday-type decorations may be erected no sooner than five (5) weeks prior to and removed not later than two (2) weeks after such holiday.

(j) Obstruction of Easements and Drainage. No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Additional Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each Additional Lot and all improvements in the easement area shall be maintained by the Owner of the Additional Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

THE RESTRICTIONS AND RIGHTS SET FORTH IN THIS ARTICLE XIII SHALL NOT APPLY TO ANY RESIDENCES CONSTRUCTED ON LOTS OTHER THAN ADDITIONAL LOTS. ADDITIONALLY, THE PROVISIONS OF ARTICLE IX OF THE DECLARATION SHALL NOT BE APPLICABLE TO ADDITIONAL LOTS.

4. This Supplement is made pursuant to the authority granted by Article II, Section 2 of the Declaration providing for the amendment of the Declaration and the annexation of additional property subject to additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration is now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

THE DREES COMPANY

By: Terry P. Sievers
Terry P. Sievers, Vice President

STATE OF KENTUCKY :
: COUNTY OF KENTON :

ss.

The foregoing instrument was acknowledged before me this 19th day of AUGUST, 1999, by Terry P. Sievers, Vice President of The Drees Company, a Kentucky corporation, , on behalf of said corporation.

Zanda Lynn Hood
NOTARY PUBLIC
Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

CONSENT OF PROPERTY OWNER

The undersigned, Timberlake Family Limited Partnership, a Kentucky limited partnership, as owner of the real property described in the attached Exhibit "A", hereby subjects such real property to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision, as amended pursuant to this Supplement to Declaration and agrees that all such properties shall be held, sold and conveyed subject to such documents.

IN WITNESS WHEREOF, Timberlake Family Limited Partnership, a Kentucky limited partnership, has hereunto set its signature on this 19 day of August, 1999.

TIMBERLAKE FAMILY LIMITED PARTNERSHIP

By: Timberlake, Inc., general partner

By: Ralph A. Drees
Ralph A. Drees, President

STATE OF KENTUCKY :
: SS.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 19TH day of AUGUST, 1999 by Ralph A. Drees, President of Timberlake, Inc., a Kentucky corporation, as general partner of Timberlake Family Limited Partnership, a Kentucky limited partnership, on behalf of said corporation and limited partnership.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

This instrument prepared by:

Stephen R. Hunt
Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

EXHIBIT "A"

Situated in Hebron, Boone County, Kentucky and being more particularly described as follows:

Being all of Lot Numbers 63-70 and Lot Numbers 125-127 of Rivershore Farms Subdivision, Section 3, and all of Lot Numbers 71-81 and Lots Numbers 119-124 of Rivershore Farms Subdivision, Section 4 as recorded in Plat Cabinet 539A + 537A Pages _____ of the Boone County, Kentucky Records.

STATE OF KENTUCKY

:

ss.

COUNTY OF BOONE

:

I, Marilyn K. Rouse, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was, on the 26 day of Oct, 1999 at 9:14 A.m., lodged in my office for record, whereupon the same, the foregoing, and this Certificate have been duly recorded in my office.

Given under my hand, this 26 day of Oct, 1999.

MARILYN K. ROUSE, CLERK

By: [Signature] D.C.

**SUPPLEMENT NUMBER FOUR
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION
(Rivershore Addition)**

This Supplement to Declaration ("Supplement"), is made this 27 day of February, 2000, by The Drees Company, a Kentucky corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision on September 16, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Book 579, Page 286 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on May 1, 1997 Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Book 603, Page 316 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on July 30, 1997, Declarant executed Supplement Number Two to the Declaration which Supplement has been recorded in Book 619, Page 50 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on August 19, 1999 Declarant executed Supplement Number Three to the Declaration which Supplement has been recorded in Book 803, Page 8 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, in accordance with Article II, Section 3 of the Declaration, the Declarant and Timberlake Family Limited Partnership, as the owner of a portion of the Property, desire to amend the Declaration in order to subject the Property to additional covenants and restrictions as set forth in this Supplement.

NOW, THEREFORE, the Declarant and Timberlake Family Limited Partnership hereby declare as follows:

1. That the Declaration is hereby amended by adding the following Article I, Section 1(o) to read as follows:

(o) "Common Driveway" shall mean and refer to any private road or passageway which is built or installed as part of the original construction on the Property to serve more than one (1) Lot, and which is situated on a dividing line between Lots or partly on one Lot and partly on another Lot, which road or passageway may be specifically designated by the Declarant on a record plat as an "access and utility easement" or "Common Driveway."

2. That the following provisions are added to the Declaration:

Article X, Section 3. Common Driveway Easement. The Lots sharing a Common Driveway shall be subject to and benefitted by a perpetual nonexclusive easement for ingress and egress over the Common Driveway. The Owners of such Lots shall use the Common Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in any manner which impairs the right of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Driveway.

The Owners using the Common Driveway shall share equally in the expense and cost of maintaining, improving and repairing the Common Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or otherwise, shall be repaired at the expense of such Owner. The driveway shall be maintained in good repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his period of ownership for expenses and costs incurred for maintenance and repair during his period of ownership of the Lot. The obligation of an Owner of a Common Driveway to share in the cost and expense of maintaining a Common Driveway is separate and distinct from the obligation of such Owner to pay the assessments levied pursuant to Article V.

3. This Supplement is made pursuant to the authority granted by Article II, Section 3 of the Declaration providing for the amendment of the Declaration in order to create additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

THE DREES COMPANY

By: Terry P. Sievers
Terry P. Sievers, Vice President

STATE OF KENTUCKY

ss.

COUNTY OF KENTON

The foregoing instrument was acknowledged before me this 6TH day of JUNE, 2000, by Terry P. Sievers, Vice President of The Drees Company, a Kentucky corporation, , on behalf of said corporation.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

CONSENT OF PROPERTY OWNER

The undersigned, Timberlake Family Limited Partnership, a Kentucky limited partnership, as the owner of a portion of the Property, hereby subjects any real property owned by it in the subdivision to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision, as amended pursuant to this Supplement to Declaration and agrees that all such properties shall be held, sold and conveyed subject to such documents.

IN WITNESS WHEREOF, Timberlake Family Limited Partnership, a Kentucky limited partnership, has hereunto set its signature on this 27 day of February, 2000.

TIMBERLAKE FAMILY LIMITED PARTNERSHIP

By: Timberlake, Inc., general partner

By: Philip A. Drees
Philip A. Drees,
Vice President

STATE OF KENTUCKY :
: SS.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 27th day of February, 2000 by Philip A. Drees, Vice President of Timberlake, Inc., a Kentucky corporation, as general partner of Timberlake Family Limited Partnership, a Kentucky limited partnership, on behalf of said corporation and limited partnership.

Zanda Lynn Hood
NOTARY PUBLIC

This instrument prepared by:

Stephen R. Hunt
Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

STATE OF KENTUCKY

ss.

COUNTY OF BOONE

I, Marilyn K. Rouse, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was, on the ____ day of _____, 2000 at _____m., lodged in my office for record, whereupon the same, the foregoing, and this Certificate have been duly recorded in my office.

Given under my hand, this ____ day of _____, 2000.

MARILYN K. ROUSE, CLERK

By: _____ D.C.

CONSENT OF PROPERTY OWNER

The undersigned, Thomas M. Quinlan and Diane M. Quinlan, husband and wife, as the owner of Lot Number 121 of Rivershore Farms Subdivision, Section 4, as shown by plat recorded on Plat Slide 539-A, Boone County Clerk's Records at Burlington, Kentucky, hereby consents to the terms and conditions of this Supplement Number Four to Declaration and agrees that their Lot shall include a Common Driveway and be subject to the provisions of Article X, Section 3 of such Declaration.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures on this 27 day of February, 2000.

Thomas M. Quinlan 2/28/00
Thomas M. Quinlan

Diane M. Quinlan 2/28/00
Diane M. Quinlan

STATE OF KENTUCKY :
: SS.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 27th day of ~~June~~ ^{FEBRUARY}, 2000, by Thomas M. Quinlan and Diane M. Quinlan, husband and wife.

Zanda Lynn Hood
NOTARY PUBLIC

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

**SUPPLEMENT NUMBER FIVE
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION**

This Supplement to Declaration ("Supplement"), is made this 9th day of March, 2001, by The Drees Company, a Kentucky corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision on September 16, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Book 579, Page 286 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on May 1, 1997 Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Book 603, Page 316 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on July 30, 1997, Declarant executed Supplement Number Two to the Declaration which Supplement has been recorded in Book 619, Page 50 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on August 19, 1999 Declarant executed Supplement Number Three to the Declaration which Supplement has been recorded in Book 803, Page 8 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on February 27, 2001, Declarant executed Supplement Number Four to the Declaration which Supplement has been recorded in Book 851, Page 211 of the Boone County Clerk's Records at Burlington, Kentucky; and

Handwritten notes:
- Mul & memo
1053 'Kormyvalde. R.A.
Belton. Pg 4/10/48

WHEREAS, in accordance with Article II , Section 3 of the Declaration, the Declarant and Timberlake Family Limited Partnership, as the owner of a portion of the Property , desire to amend the Declaration in order to subject additional property to the terms of the Declaration as set forth in this Supplement.

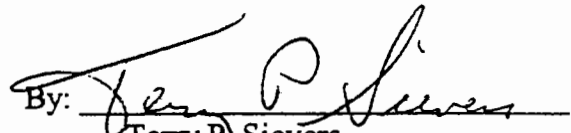
NOW, THEREFORE, the Declarant and Timberlake Family Limited Partnership hereby declare as follows:

1. The real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration. Notwithstanding the above, the owner of the property described in the attached Exhibit "A" shall not be obligated to pay assessments to the Association (including the Capital Contribution) until such time as a residence has been constructed on such real estate.

2. This Supplement is made pursuant to the authority granted by Article II, Section 3 of the Declaration providing for the amendment of the Declaration in order to create additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

THE DREES COMPANY

By: 
Terry P. Sievers,
President/Midwest Region

STATE OF KENTUCKY :
: ss.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 9TH day of MARCH, 2001, by Terry P. Sievers, President/Midwest Region of The Drees Company, a Kentucky corporation, , on behalf of said corporation.


NOTARY PUBLIC

2

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

BOONE COUNTY
MC851 PG 331

CONSENT OF PROPERTY OWNER

The undersigned, Timberlake Family Limited Partnership, a Kentucky limited partnership, as the owner of a portion of the Property, hereby subjects the real property described in the attached Exhibit "A" to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision, as amended pursuant to this Supplement to Declaration and agrees that such property shall be held, sold and conveyed subject to such documents.

IN WITNESS WHEREOF, Timberlake Family Limited Partnership, a Kentucky limited partnership, has hereunto set its signature on this 9 day of March, 2001.

TIMBERLAKE FAMILY LIMITED PARTNERSHIP

By: Timberlake, Inc., general partner

By: *Philip A. Drees*
Philip A. Drees,
Vice President

STATE OF KENTUCKY :
: SS.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 9th day of MARCH, 2001 by Philip A. Drees, Vice President of Timberlake, Inc., a Kentucky corporation, as general partner of Timberlake Family Limited Partnership, a Kentucky limited partnership, on behalf of said corporation and limited partnership.

Zanda Lynn Hood
NOTARY PUBLIC

This instrument prepared by:

Stephen R. Hunt
Stephen R. Hunt, Esq.
Aronoff, Rosen & Hunt
2400 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202
(513) 241-0400

Zanda Lynn Hood, Notary Public
State at Large, Kentucky
My Commission Expires 8/24/2003

EXHIBIT "A"

Group No.: 4209

Plat No.: _____

**Being all of Lot Number 128 of Rivershore Farms Subdivision, Section 5,
as shown by plat recorded in Plat Cabinet 4, Page 84 of the Boone County
Clerk's Records at Burlington, Kentucky.**

**BOONE COUNTY
MC851 PG 333**

STATE OF KENTUCKY

:

SS.

COUNTY OF BOONE

:

I, Marilyn K. Rouse, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was, on the ____ day of _____, 2001 at _____m., lodged in my office for record, whereupon the same, the foregoing, and this Certificate have been duly recorded in my office.

Given under my hand, this ____ day of _____, 2001.

MARILYN K. ROUSE, CLERK

By: _____ D.C.

4

DOCUMENT NO: 56932
RECORDED ON: MARCH 09, 2001 01:21:54PM
TOTAL FEES: \$13.00
GROUP : 4289
COUNTY CLERK: MARILYN K ROUSE
COUNTY: BOONE
DEPUTY CLERK: DONNA COLLINS
BOOK MC851 PAGES 330 - 334

BOONE COUNTY
MC851 Pg 334

**SUPPLEMENT NUMBER SIX
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION**

This Supplement to Declaration ("Supplement"), is made this _____ day of _____, 2002, by The Drees Company, a Kentucky corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision on September 16, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Book 579, Page 286 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on May 1, 1997, Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Book 603, Page 316 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on July 30, 1997, Declarant executed Supplement Number Two to the Declaration which Supplement has been recorded in Book 619, Page 50 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on August 19, 1999, Declarant executed Supplement Number Three to the Declaration which Supplement has been recorded in Book 803, Page 8 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on February 27, 2001, Declarant executed Supplement Number Four to the Declaration which Supplement has been recorded in Book 851, Page 211 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on March 9, 2001, Declarant executed Supplement Number Five to the Declaration which Supplement has been recorded in Book 851, Page 330 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, in accordance with Article II , Section 3 of the Declaration, the Declarant and Timberlake Family Limited Partnership, as the owner of a portion of the Property , desire to amend the Declaration in order to subject additional property to the terms of the Declaration and to subject the Property to additional covenants and restrictions as set forth in this Supplement.

NOW, THEREFORE, the Declarant and Timberlake Family Limited Partnership hereby declare as follows:

1. The real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration. The Lots situated on the real property described in the attached Exhibit "A", as well as Lot Number 128 of the subdivision, shall constitute Additional Lots as described in the Declaration and Lot Numbers 99 and 100 (as identified on the Record Plat for the Property) shall share a Common Driveway and shall be subject to the restrictions for Common Driveways as provided in the Declaration.

2. That the Declaration is hereby amended by adding the following Article I, Section 1(p) to read as follows:

(p) "Common Roadway" shall mean and refer to the private road or passageway benefitting Lot Numbers 104, 105, 106, 107, 110 and 111 as set forth on the Record Plat for the real estate described in the attached Exhibit "A".

3. That the following provisions are added to the Declaration:

Article X, Section 4. Common Roadway Easement. The Additional Lots sharing a Common Roadway shall be subject to and benefitted by a perpetual nonexclusive easement for ingress and egress over the Common Roadway. The Owners of such Additional Lots shall use the Common Roadway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in any manner which impairs the right of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Roadway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Roadway. The Owners of the Additional Lots sharing a Common Roadway shall not be subject to the provisions of the Declaration pertaining to Common Driveways.

In addition to the assessments set forth in Article V, the Owners of the Additional Lots sharing a Common Roadway shall be obligated to pay the Association an annual Common Roadway Assessment ("Common Roadway Assessment"). Such assessment shall be used by the Association to maintain the Common Roadway. Such maintenance shall include pavement repairs, resurfacing, sealing, curb repair and replacement and the establishment of a reserve fund, but shall not include snow

removal. Such assessment shall be fixed, established and collected from time to time by the Association in the same manner as the other assessments levied by the Association. The Association shall account for the funds pertaining to the Common Roadway Assessment separately from the other funds of the Association and the Association shall not use such other funds of the Association in connection with performing the maintenance obligations associated with the Common Roadway. The Developer and Timberlake Family Limited Partnership shall be exempt from the obligation to pay the Common Roadway Assessment provided, however, that the Developer or its designee, shall have the right to enter onto the Common Roadway in order to make improvements to the Common Roadway, including the installation of the final course of asphalt. Such installation may occur prior to the completion of all residences situated on the Lots served by the Common Roadway.

4. The provisions of Article XII, Section 3(e) are revised to read as follows:

(e) Dwelling Floor Areas: The minimum living area (using exterior measurements) of any dwelling construction on an Additional Lot, exclusive of porches, decks, basements (finished or unfinished) garages and volume or vaulted spaces on the second floor, shall be as follows:

First floor of ranch style dwellings:	2800 Square Feet
First and Second Floor combined for all other style dwellings:	3500 Square Fees

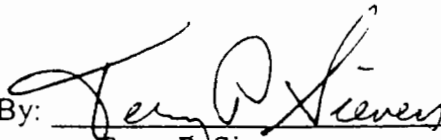
THE RESTRICTIONS SET FORTH IN THIS PARAGRAPH 4 SHALL NOT APPLY TO ANY RESIDENCE CONSTRUCTED ON LOTS OTHER THAN THE LOTS DESCRIBED IN THE ATTACHED EXHIBIT "A". ADDITIONALLY, THE PROVISIONS OF ARTICLE VIII OF THE DECLARATION SHALL NOT BE APPLICABLE TO THE REAL ESTATE DESCRIBED IN THE ATTACHED EXHIBIT "A".

5. The By-Laws for Rivershore Farms Home Owners Association, Inc. are hereby amended as provided in the attached Exhibit "B".

6. This Supplement is made pursuant to the authority granted by Article II, Section 3 of the Declaration providing for the amendment of the Declaration in order to create additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

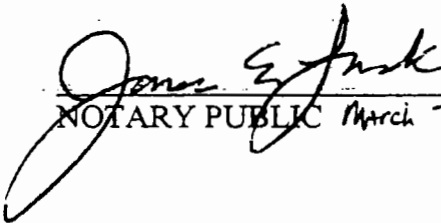
IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

THE DREES COMPANY

By: 
Terry P. Sievers,
President / Midwest Region

STATE OF KENTUCKY :
: ss.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this 16 day of December, 2002, by Terry P. Sievers, President/Midwest Region, The Drees Company, a Kentucky corporation, , on behalf of said corporation.


NOTARY PUBLIC March 7, 2006

STATE OF KENTUCKY

ss.

COUNTY OF BOONE

I, Marilyn K. Rouse, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was, on the ____ day of _____, 2002 at _____m., lodged in my office for record, whereupon the same, the foregoing, and this Certificate have been duly recorded in my office.

Given under my hand, this ____ day of _____, 2002.

MARILYN K. ROUSE, CLERK

By: _____ D.C.

Exhibit "A"

4452 group

Situated in Hebron, Boone County, Kentucky and being more particularly described as follows:

Being all of Lot Numbers 82-94 and Lot Numbers 109 and Lot Numbers 112-114 and Lot numbers 117-118 of Rivershore Farms Subdivision, Section 6 as recorded in Plat Cabinet # 4 of the Boone County, Kentucky Records.

Slide 331

DOCUMENT NO: 160293
RECORDED ON: APRIL 01, 2003 10:38:28AM
TOTAL FEES: \$17.00
GROUP : 4452
COUNTY CLERK: MARILYN K ROUSE
COUNTY: BOONE COUNTY CLERK
DEPUTY CLERK: STACY

BOONE COUNTY
MC946 PG 188

BOOK MC946 PAGES 182 - 188

Handwritten initials and signature: "Hart"

**SUPPLEMENT NUMBER SEVEN
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION**

This Supplement to Declaration ("Supplement"), is made this 18 day of JUNE, 2003, by The Drees Company, a Kentucky corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision on September 16, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Book 579, Page 286 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on May 1, 1997, Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Book 603, Page 316 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on July 30, 1997, Declarant executed Supplement Number Two to the Declaration which Supplement has been recorded in Book 619, Page 50 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on August 19, 1999, Declarant executed Supplement Number Three to the Declaration which Supplement has been recorded in Book 803, Page 8 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on February 27, 2001, Declarant executed Supplement Number Four to the Declaration which Supplement has been recorded in Book 851, Page 211 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on March 9, 2001, Declarant executed Supplement Number Five to the Declaration which Supplement has been recorded in Book 851, Page 330 of the Boone County Clerk's Records at Burlington, Kentucky; and

*Triangle Design Group
495 Erlanger Rd. Suite 201
Erlanger, KY 41018*

RETURN TO:

WHEREAS, on _____, Declarant executed Supplement Number Six to the Declaration which Supplement has been recorded in Book ____, Page ____ of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, in accordance with Article II, Section 3 of the Declaration, the Declarant and Timberlake Family Limited Partnership, as the owner of a portion of the Property, desire to amend the Declaration in order to subject additional property to the terms of the Declaration and to subject the Property to additional covenants and restrictions as set forth in this Supplement.

NOW, THEREFORE, the Declarant and Timberlake Family Limited Partnership hereby declare as follows:

1. The real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration. The Lots situated on the real property described in the attached Exhibit "A" shall constitute Additional Lots as described in the Declaration and such Lots are subject to the square footage limitations set forth in paragraph 4 of Supplement Number Six to the Declaration.

2. This Supplement is made pursuant to the authority granted by Article II, Section 3 of the Declaration providing for the amendment of the Declaration in order to create additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

THE DREES COMPANY

By: _____
Terry P. Sievers,
President / Midwest Region

STATE OF KENTUCKY :
 : ss.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Terry P. Sievers, President/Midwest Region, The Drees Company, a Kentucky corporation, , on behalf of said corporation.

NOTARY PUBLIC

STATE OF KENTUCKY

:

ss.

COUNTY OF BOONE

:

I, Marilyn K. Rouse, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was, on the ____ day of _____, 2003 at _____m., lodged in my office for record, whereupon the same, the foregoing, and this Certificate have been duly recorded in my office.

Given under my hand, this ____ day of _____, 2003.

MARILYN K. ROUSE, CLERK

By: _____ D.C.

EXHIBIT "A"

Group No.: 4476

Being all of Lot Numbers 95 through 108 inclusive, 110, and 111 of Rivershore Farms Subdivision, Section 7, as shown on Plat recorded in Plat Cabinet 4, Slide 355 of the Boone County Clerk's Records at Burlington, Kentucky.

**SUPPLEMENT NUMBER EIGHT
TO
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
RIVERSHORE FARMS SUBDIVISION**

This Supplement to Declaration ("Supplement"), is made this ____ day of _____, 2007, by The Drees Company, a Kentucky corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant executed a Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Rivershore Farms Subdivision on September 16, 1996 (hereinafter referred to as the "Declaration"), which Declaration has been recorded in Book 579, Page 286 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on May 1, 1997, Declarant executed Supplement Number One to the Declaration which Supplement has been recorded in Book 603, Page 316 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on July 30, 1997, Declarant executed Supplement Number Two to the Declaration which Supplement has been recorded in Book 619, Page 50 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on August 19, 1999, Declarant executed Supplement Number Three to the Declaration which Supplement has been recorded in Book 803, Page 8 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on February 27, 2001, Declarant executed Supplement Number Four to the Declaration which Supplement has been recorded in Book 851, Page 211 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on March 9, 2001, Declarant executed Supplement Number Five to the Declaration which Supplement has been recorded in Book 851, Page 330 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, on December 12, 2002, Declarant executed Supplement Number Six to the Declaration which Supplement has been recorded in Book 946, Page 182 of the Boone County Clerk's Records at Burlington, Kentucky;

WHEREAS, on June 19, 2003, Declarant executed Supplement Number Seven to the Declaration which Supplement has been recorded in Book 956, Page 212 of the Boone County Clerk's Records at Burlington, Kentucky; and

WHEREAS, in accordance with Article II , Section 3 of the Declaration, the Declarant and Timberlake Family Limited Partnership, as the owner of a portion of the Property , desire to amend the Declaration in order to subject additional property to the terms of the Declaration and to subject the Property to additional covenants and restrictions as set forth in this Supplement.

NOW, THEREFORE, the Declarant and Timberlake Family Limited Partnership hereby declare as follows:

1. The real property described in the attached Exhibit "A" is hereby annexed to and made subject to the provisions of the Declaration. The Lots situated on the real property described in the attached Exhibit "A" shall constitute Additional Lots as described in the Declaration and such Lots are subject to the square footage limitations set forth in paragraph 4 of Supplement Number Six to the Declaration.

2. This Supplement is made pursuant to the authority granted by Article II, Section 3 of the Declaration providing for the amendment of the Declaration in order to create additional covenants and restrictions. Except as set forth above, no changes or revisions are effected in the Declaration referred to above; and said Declaration as now amended, is hereby reaffirmed by the incorporation herein by reference of each and every page thereof.

IN WITNESS WHEREOF, The Drees Company, a Kentucky corporation, has hereunto set its signature on the day and year first above written.

THE DREES COMPANY

By: _____
Terry P. Sievers,
President / Midwest Region

STATE OF KENTUCKY :
 : ss.
COUNTY OF KENTON :

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Terry P. Sievers, President/Midwest Region, The Drees Company, a Kentucky corporation, , on behalf of said corporation.

NOTARY PUBLIC

STATE OF KENTUCKY

:

ss.

COUNTY OF BOONE

:

I, Rene Ping, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing was, on the ____ day of _____, 2007 at _____m., lodged in my office for record, whereupon the same, the foregoing, and this Certificate have been duly recorded in my office.

Given under my hand, this ____ day of _____, 2007.

Rene Ping, CLERK

By: _____ D.C.

EXHIBIT "A"

Group No.: 4951

Being all of Lot Numbers 115, 116, and 129 of Rivershore Farms Subdivision, Section 8, as shown on Plat recorded in Plat Cabinet 5, Slide 441 of the Boone County Clerk's Records at Burlington, Kentucky.