



**MALLARD POINT
GOVERNING DOCUMENTS
CONSOLIDATED REFERENCE**

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EXTRACTED AND CONSOLIDATED TEXT FROM ORIGINAL DOCUMENTS, SUPPLEMENTAL ADDITIONS AND APPROVED CHANGES TO THE GOVERNING DOCUMENTS OF MALLARD POINT TO WHICH, BY OWNERSHIP OF MALLARD POINT PROPERTY, ALL OWNERS HAVE AGREED TO.

INTRODUCTION

This document shall be used only as an informational reference document which consolidates into a single document the current status of these governing documents:

This is NOT a Legal Document.

This is a reference document which contains extracted text from the original Articles of Incorporation, Bylaws, Declaration of Easements, Covenants and Restrictions including all Amendments and Supplementary Declarations made through April, 2014. This document was created by re-typing and consolidating text from the above documents and as such is not an exact duplication of these documents. Digital facsimiles of all original legal documents will be available for reference or download on the MallardPointOnline.com website. Please refer to Attachment #1 for the chronological listing of these documents.

Anyone requiring original documents for legal or other purposes should obtain them from Scott County Clerks Office, Georgetown, Kentucky. Please see Attachment 1 for a chronological listing of all legal documents.

Background

In 1985, the Mallard Point Owners Association, Inc., a non-profit, non-stock corporation, was created to provide oversight to the community and to manage day to day business activities. Mallard Point and the Mallard Point Owners Association (MPOA) are governed by the following legal documents – Articles of Incorporation, Bylaws, Declaration of Easements, Covenants and Restrictions (which we collectively call the MPOA Governing Documents) and Plats.

- The Articles of Incorporation created the Mallard Point Owners Association and incorporated it in the Commonwealth of Kentucky as a non-profit, non-stock corporation.
- The Bylaws broadly define the roles and responsibilities of the Association and its Members including the Board of Directors and Officers.
- The Declaration of Easements, Covenants and Restrictions (commonly called the Declaration) is the most detailed document and contains the information that most directly affects all Owners and their Property via deed attachment.
- The Plats created by Survey Engineers detailing roads, right-of-ways, easements, measurements and legal names of every lot within Mallard Point.

All Mallard Point property owners are bound by and agree to comply with the above when they purchased their property. In particular, the Declaration and Plats are attached to your property.

Our Governing Documents can and periodically have been changed by vote of the Membership. Additionally “new” Declarations are created when additional areas of Mallard Point are developed.

- The Articles of Incorporation have been amended 1 time.
- The Bylaws have been amended 2 times.
- The Declaration has been amended 12 times, 4 times by membership vote and 8 times when new areas were developed.
- Ninety-six (96) Plats are on file at the County Courthouse, forty-nine (49) are Major Plats (those showing sections of Mallard Point) filed by the Developer and forty-seven (47) are minor Plats (those showing individual lot consolidations or re-subdivision). Every lot can be found on at least one (1) Plat.

All of the above legal documents are on file at the County Clerk’s office and are available for review or copying. While they are available as individual documents it is difficult to find the most up to date and cumulative information. To assist

Owners and potential buyers each of the original legal Documents have been consolidated into a single reference document showing the most current information as of April, 2014.

This “**Consolidated Reference Document of Mallard Point**” is not a legal document. This is a reference document which contains extracted text from the original Articles of Incorporation, Bylaws, Declaration of Easements, Covenants and Restrictions including all Amendments and Supplementary Declarations made through April, 2014. This document was created by re-typing and consolidating text from the above documents and as such is not an exact duplication of these documents. It does not take the place of the legal documents filed at the County Clerk’s office.

A digital copy of this document as well as exact facsimile digital copies of all original legal documents including the Articles, Bylaws, Declarations and Supplements, Plats, and Park/Green Space Deeds will be made available for download from the MallardPointOnline.com website.

The team of owners who pulled this project together hope you will find this useful.

EXISTING OWNERS with questions pertaining to this document can send them to mallardpointonline@gmail.com and they will be answered on a best effort basis by Bruce K. and Frank D. Non-owners, realtors, perspective buyers, and all others are welcome to these documents, but questions will need to be answered by calling Mallard Point or submitting questions through the Mallard Point website.

Note: A “Do Not Copy” watermark has been added to this document to prevent dated versions of this document from being distributed. Please obtain the current version from the MallardPointOnline.com website.

This portion of the document contains the following:

- ✓ Original Articles of Incorporation filed July 15, 1985 with the Secretary of State of Kentucky, Book 129, Pages 29 – 37, and further Copy of Corporation filing with County of Fayette, Donald W. Blevins, Clerk; July 16, 1985, Corp. Book 6, Pages 289 - 297.
- ✓ Amendments to the Articles of Incorporation made and adopted by the Association by affirmative vote of 324 (79.02%) of the total 410 votes of the membership at a special meeting on Sunday, July 3, 1988.

CONSOLIDATED ARTICLES OF INCORPORATION

OF MALLARD POINT OWNERS ASSOCIATION, INC.

INCLUSIVE OF THE ORIGINAL

ARTICLES OF INCORPORATION OF MALLARD POINT OWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENT THAT:

MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, with its principal offices located at 117 West Second Street, in Lexington, Kentucky, desiring to form a nonstock, nonprofit corporation under the laws of the Commonwealth of Kentucky, as set forth in Chapter 273 of the Kentucky Revised Statutes (hereinafter referred to as “KRS”), does adopt the following Articles of Incorporation:

Article I **Name**

The name of the Corporation shall be MALLARD POINT OWNERS ASSOCIATION, INC.

Article II **PERIOD OF DURATION**

The Corporation shall have a perpetual existence.

Article III **PURPOSE AND POWERS**

Section 3.01. PURPOSES.

The nature of the business and purposes purposed to be promoted, transacted and carried on by this Corporation are: to join in, enforce, and carry out the provisions of any declarations of easement, covenants, and restrictions applicable to Lots in the “Mallard Point” Development (and any supplements or amendments thereto, all hereinafter referred to as “Declarations”) which may be filed of

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record in the Office of the Scott County Court Clerk, in Georgetown, Kentucky; to promote the health, safety, and welfare of the members of this Corporation; and, to do or perform any other act or thing permitted or required by law and the Declarations which will promote the common benefit and enjoyment of the properties subject to such Declarations. Each of the foregoing purposes listed or described herein shall be construed as independent purposes and shall not, unless otherwise expressly provided, be limited by reference to, or inference from, the terms of any other enumerated purposes. The enumeration of specific purposes shall not be construed as limiting or restricting in any manner either the meaning of general terms used, or the scope of the general purposes of the Corporation authorized, nor shall the expression of one thing be deemed to exclude another not expressed, although it be of like nature.

Section 3.02. POWERS.

The Corporation shall, subject to any specific written limitations or restrictions imposed by the provisions of KRS Chapter 273, or by the Declarations or these Articles of Incorporation, have and exercise the following Powers:

Clause (a). Statutory and Ancillary Powers. The Corporation shall have and exercise all of the powers set forth in KRS Chapters 271A and 273, the same being incorporated herein by reference, including without limitation the powers to:

- 1) Sue and be sued, and complain and defend, in its corporate name;
- 2) Purchase, take, receive, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated;
- 3) Sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets;
- 4) Make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchises and income;
- 5) Lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for payment of funds so loaned or invested;
- 6) Elect or appoint officers and agents of the Corporation, who may be directors or members, and define their duties and fix their compensation;
- 7) Fix and levy assessments and/or charges upon the Lots and other property (and the owners thereof), the ownership of which is a prerequisite to membership in the Corporation, in accordance with the provisions on the Declarations;
- 8) Enforce any and all covenants, restrictions, obligations, and agreements, applicable to the Lots and property of the Corporation, and the Lots and property (and the owners thereof) the ownership of which is a prerequisite to membership in the Corporation;
- 9) Make and alter bylaws, not inconsistent with these Articles of Incorporation, the Declarations, and/or the laws of the Commonwealth of Kentucky, for the administration and regulation of the affairs of this Corporation; and,
- 10) Do everything necessary, proper, advisable or convenient for the accomplishment of the purposes set forth in Section 3.01, above, and to do any and all other things that are incidental or connected thereto that are not forbidden by the Declarations, the provisions of KRS Chapter 273 (or other law), or by the provisions of these Articles of Incorporation.

Clause (b). Guaranties. The Corporation may make any guaranty respecting indebtedness, interest, contracts, or other obligations created by any domestic or foreign corporations, associations, partnerships, individuals, or other entities; and,

Clause (c). Construction of Powers. Each of the foregoing clauses of this Section and all powers listed, referred to, incorporated, or described therein shall be construed as independent powers, and the matters expressed in each clause shall not, unless otherwise expressly provided, be limited by reference to, or inference from, the terms of any other clause. The enumeration of specific powers shall not be construed as limiting or restricting in any manner either the meaning of the general terms used in any of these clauses, or the scope of the general powers of the Corporation created by them, nor shall the expression of one thing in any one of these clauses be deemed to exclude another not expressed, although it be of like nature.

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Anything in Section 3.02 or its clauses to the contrary notwithstanding, this Corporation shall neither have nor exercise any power which may be inconsistent with the provisions of the Declarations as the same may be from time to time supplemented or amended as provided therein.

Section 3.03. DIRECTION AND EXERCISE OF POWERS.

Except as may be otherwise provided in the Declarations, the business and affairs of this Corporation shall be managed by a Board of not less than three (3) Directors, which Board shall possess and exercise all powers and authority conferred upon it, and perform all acts and discharge all duties specified or described in the Declarations, KRS Chapter 273, and other applicable law. Directors need not be members of the Corporation. The number of directors may be increased by amendments to the Bylaws of this Corporation; provided, however, that the number shall always be divisible by three (3) and the terms of all directors, excluding the initial members of the Board, shall be staggered so that in so far as possible the term of one third (1/3) of the members of the Board of Directors shall expire each year.

Article IV
MEMBERSHIP AND VOTING RIGHTS

Section 4.01. MEMBERSHIP.

Each and every person or entity who or which is the owner of record of an interest in any Lot or property in the Mallard Point Development, which Lot is subject by Declaration of record to assessment by this Corporation, shall be a member of this Corporation; provided, however, any person or entity who owns an interest merely as a lessee, or as security for the performance of an obligation, shall not be a member or entitled to membership in this Corporation.

Section 4.02. VOTING RIGHTS.

All members of this Corporation shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If there shall be more than one (1) owner of any Lot, the vote allocated to such Lot shall be collectively cast as the owners thereof shall determine among themselves, provided that no more than one (1) vote may be collectively cast with respect to any one (1) Lot.

Article V
ADDRESS OF INITIAL REGISTERED OFFICE AND NAME
OF INITIAL REGISTERED AGENT

The address of the initial registered office of the Corporation is 117 West Second Street, in Lexington, Kentucky 40507; and, the name of the initial registered agent of the Corporation, an individual resident of Lexington, Kentucky, whose business office is at such address, is ERIC S. SMITH

Article VI
DATA RESPECTING DIRECTORS

The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to serve as the initial Board of Directors, until their successors shall be duly elected and qualified are:

MARK S. SMITH	-	620 Cooper Drive, Lexington, KY 40502
ERIC S. SMITH	-	131 Wabash Drive, Lexington, KY 40503
ROBERT T. McWHORTER	-	Delaplain Rd., Georgetown, KY 40324

Article VII
CONTRACTS OR DEALINGS WITH INTERESTED OFFICERS, DIRECTORS AND/OR MEMBERS

The Corporation may enter into contracts or transact business with one or more of its officers, directors, and/or members, or with any corporation, association, trust company, organization, or other concern in which any one or more of its officers, directors, and/or members are directors, officers, trustees, beneficiaries, or shareholders, or are otherwise interested; and, in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such officers, directors, and/or members of the Corporation have, or may have, interest which are, or might be, adverse to the interests of this Corporation, provided:

Clause (a). Approval by Directors. The contract or transaction is not manifestly unfair to this Corporation, and the fact of such relationship or interest is disclosed or known to the Directors or committee thereof, which authorizes, approves, or ratifies such contract or transaction by a vote or consents sufficient for the purpose, without counting the votes or consents of interested directors;

Clause (b). Approval by Members. The contract or transaction is not manifestly unfair to the Corporation, and the fact of such relationship or interest is disclosed or known to the members entitled to vote, and they authorize, approve or ratify such contract or transaction by the requisite vote or written consent; or,

Clause (c). Fair and Reasonable Contracts. The contract or transaction is fair and reasonable to this Corporation.

In such cases, disclosure of the nature of such interest (though not necessarily the extent or details thereof) shall be sufficient, if such information shall not have been otherwise known to the other members or directors, in which event no further disclosure shall be required. A general notice that an officer, director, or member is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure as to the interest of such officer, director, or member with respect to all contracts and transactions with such corporation or other concern. No member shall be disqualified from holding office as an officer or director of the Corporation by reason of any such adverse interests. In the absence of fraud, no officer, director, and/or member having such adverse interests shall be liable to this Corporation, or to any member or creditor thereof, or to any other person for any loss incurred by it under, or arising as a result of such contract or transaction, nor shall any such officer, director, and/or member be accountable to any person or entity by virtue of the fact of his adverse interests.

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Article VIII
QUORUM FOR MEETINGS OF MEMBERS

Unless otherwise required by the provisions of KRS Chapter 273, or the Declarations, the presence, in person or by proxy, of not less than ten (10%) percent of all of the members of the Corporation shall constitute a quorum at any meeting of members.

Article IX
VOTING REQUIREMENT FOR MEMBER ACTION

Unless otherwise required by the provisions of KRS Chapter 273, or the Declarations, at any meeting of members of this Corporation at which a quorum is present, as specified in Article VIII above, the affirmative vote of not less than fifty-one (51%) percent of the total votes represented at the meeting, in person or by proxy, shall be the act of the members.

Article X
AMENDMENT

After adoption of the Bylaws for this Corporation by the initial Board of Directors named herein, there shall be no addition to, change in, or alteration or amendment thereof, except by act of the members of this Corporation. The membership shall have the authority to amend all provisions of these Articles of Incorporation, and this Corporation's Bylaws, upon the affirmative vote of fifty-one (51%) percent of the authorized votes of the members at a meeting duly called for that purpose, written notice of which notice shall be mailed to all members at least twenty (20) days in advance, which shall set forth a time, place, and purpose of the meeting; provided, however, that no amendments to this Corporation's Articles of Incorporation and/or Bylaws shall be made in any such amendments shall be inconsistent with the provisions of the Declarations or the laws of the Commonwealth of Kentucky.

Article XI
DATA RESPECTING INCORPORATOR

The name and address of the incorporator of this Corporation is: MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, with principal offices located at 117 West Second Street, in Lexington, KY 40507.

Article XII
NONLIABILITY OF MEMBERS

No member of this Corporation shall be personally liable for any debt or liability of this Corporation, solely by virtue of his membership in this Corporation. A member of this Corporation shall be under no obligation to this Corporation or its creditors, other than the obligation to pay to this Corporation the full amount of assessments and/or charges for which he and the Lot which he owns may become liable pursuant to the provisions of the Declarations.

Article XIII
ADDITIONS TO PROPERTIES AND MEMBERSHIP

This Corporation may acquire additional members, and additional real property, and merge or consolidate with other corporations or associations with similar purposes, provided that such additions, mergers and/or consolidations shall be authorized by and effected in compliance with the provisions of the Declarations.

Article XIV
DEDICATION OR TRANSFER OF PROPERTIES

This Corporation shall have the power to dispose of its real properties only as authorized in the Declarations applicable to the property of this Corporation.

Article XV
DISSOLUTION

This Corporation may be dissolved only upon the affirmative vote of the members authorized to cast at least fifty-one (51%) percent of the votes of the membership, at any regular or special meeting of the Association called for consideration of such action. Any written instrument evidencing such action by the Association shall be in conformity with the requirements of the laws of the Commonwealth of Kentucky, so as to permit the same to be recorded in the office of the Secretary of State and the Scott County Court Clerk, or their respective successors. Any proposal to dissolve this Corporation shall be in writing, and notice of the time and place when and where the proposal to dissolve is to be considered by the membership shall be mailed to every member at least ninety (90)

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days prior to the said meeting. This Corporation may be dissolved only in the event that a provision is made for the maintenance care and upkeep of the properties for which this Corporation is responsible, by either acceptance of such responsibilities by a willing and duly authorized governmental entity, or an association or corporation devoted to purposes substantially similar to that of this Corporation, which said governmental entity, association, corporation or other similar entities shall assume all obligations of this Corporation specified in the Declarations and in these Article of Incorporation; or, in the event, provisions is made for the re-development of the said properties so as to remove the requirement necessity for this Corporation's duties under the Declaration.

Article XVI
LIMITATION ON CORPORATE ACTION

No action of the Corporation shall be effective to divest or diminish the rights or title of MARIC DEVELOPMENT CORPORATION, or of any member, vested in such party under and by virtue of the Declarations except as may therein be permitted.

Article XVII
INDEMNIFICATION

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director, or any settlement thereof, whether or not he is or was an officer or director at the time such expenses are incurred, except in such cases wherein the officer or director is adjudged guilty of willful nonfeasance or willful malfeasance in the performance of his duties; provided that, in the event of a settlement without trial or binding arbitration, the indemnification herein shall apply only when the Association, upon recommendation of the Board, has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which each officer or director may be entitled. The Board shall be authorized to procure policies of insurance to protect the Association, Board and officers and directors thereof, against errors and omissions in the performance of their duties, the cost of which shall be deemed common expenses of the Association.

IN WITNESS WHEREOF, the Incorporator has cause these Articles of Incorporation to be executed by a duly authorize officer, in triplicate originals hereof, on this the 15th day of July, 1985.

This portion of the document contains the following:

- ✓ **Original Bylaws adopted on July 18, 1985, recorded at the Office of the Scott County Court Clerk, Georgetown, Kentucky; Deed Book 162, Pages 383 – 400.**
- ✓ **Amendments to the Bylaws made and adopted by the affirmative vote of 324 (79.02%) of the total 410 votes of the membership at a special meeting on Sunday, July 3, 1988.**
- ✓ **Amendments to the Bylaws made and adopted at a Special Meeting on September 19, 2013, WHEREAS, there was a quorum present at the said meeting as there were 325 billed lots, of which 72 were delinquent on dues and not eligible to vote, and 129 of the remaining 253 available votes were present at the Special Meeting.**

CONSOLIDATED BYLAWS

OF

MALLARD POINT OWNERS ASSOCIATION, INC.

A Kentucky non-profit corporation

INCLUSIVE OF THE ORIGINAL

BYLAWS OF MALLARD POINT OWNERS ASSOCIATION, INC.

A Kentucky non-profit corporation

Article I **DEFINITIONS**

Section 1.1. Declarations.

“Declarations” as used herein means that certain “DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS, APPLICABLE TO UNITS 2 AND 3, INCLUSIVE, OF PHASE I OF THE MALLARD POINT SUBDIVISION,” made the 18th day of July, 1985, by MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, and joined in by MALLARD POINT OWNERS ASSOCIATION, INC., which is recorded in the Office of the Scott County Court Clerk, in Georgetown, Kentucky, in Deed Book 162, Pages 383-400, and any subsequent supplements thereto and/or modifications thereof.

Section 1.2. Other Definitions.

Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they have in the “Declarations.”

Article II
ASSOCIATION MEMBERSHIP

Section 2.1. Membership and Voting Rights.

Each and every person or entity who or which is the owner of record of an interest in any Lot in the Mallard Point Subdivision, which Lot is subject, by any Declaration of record, to assessment by Mallard Point Owners Association, Inc. (hereinafter variously referred to as the "Corporation" or "Association"), shall be a member of this Corporation; provided, however, any person or entity who owns an interest merely as a lessee, or as security for the performance of an obligation, shall not be a member of this Corporation. All members of this Corporation shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If there shall be more than one (1) Owner of any Lot, the vote allocated to such Lot shall be collectively cast as the Owners thereof shall determine among themselves, provided that no more than one (1) vote may be collectively cast with respect to any one (1) Lot. No member shall be eligible to vote or to be elected an officer or director of the Association who is not current in payment of assessments (both regular and special) and other debts, charges, or obligations to the Association.

Section 2.2. Duties.

The duties of the Association are prescribed in the Declarations, and (except as otherwise provided in the Declarations, Articles of Incorporation, these Bylaws or by statute) the Association shall act by and through its elected Board of Directors and Officers. The Association shall have the power and authority to adopt rules and regulations from time to time for the administration of the affairs of the Association and governing the use and enjoyment of the lake, park and common areas by its members; provided, however, that no such rule or regulation shall be in conflict with provisions of applicable law, the Declarations, the Articles of Incorporation, or these Bylaws, and provided, further, that no such rule or regulation shall be adopted or so construed as to impair, in any manner, the rights of the Developer as set forth in the Declarations, or the lien of any mortgagee or holder of a note secured by a mortgage, deed of trust, or other security interest, if said rule or regulation is enacted after the execution of said mortgage, deed of trust, or other security interest.

Section 2.3. Place of Meetings.

Meetings of the Association shall be held at such place(s) as may be designated by the Association, or Board of Directors, or others entitled to call such a meeting. The place of each meeting of the Association shall be stated in any required notice of such meeting.

Section 2.4. Annual Meetings.

The annual meeting of the Association shall be held between February 15th and March 31st of each year at the time and place designated by the President or the Board of Directors. At such meetings one or more directors shall be elected by ballot in accordance with the requirements of these Bylaws. At the meeting, the Association may also transact such other business as may properly come before it.

Section 2.5. Notice of Annual Meetings.

Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each Owner entitled to vote thereat at least ten (10) days, but not more than sixty (60) days, prior to the meeting.

Section 2.6. Special Meetings.

Special meetings of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Association, and shall be promptly called by the President if so directed by resolution of the Board, or if requested in a written petition signed by Owners representing thirty (30%) percent or more of the total Lots subject to the Declarations, and presented to the Secretary of the Association. Such petition shall state the purpose(s) of the proposed special meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.7. Notice of Special Meetings.

Except as may be otherwise required by the Declarations, Articles of Incorporation, or by law, written notice of a special meeting, stating the time, place, and purpose of such meeting, and the action(s) proposed to be taken thereat, shall be served upon or mailed (such mailing to be considered notice served) to each Owner entitled to vote thereat at least five (5) days, but not more than thirty (30) days, before such meeting.

Section 2.8. Voting Requirements.

An Owner shall be deemed to be in “good standing” and “entitled to vote” at any annual or special meeting of the Association if, and only if, he shall have fully paid all assessments (regular or special) made or levied against him and his Lot(s) pursuant to the provisions of the Declarations, together with all other charges, interest, cost, attorneys fees, and other expenses, if any, properly chargeable to him and against his Lot(s) thereunder.

Section 2.9. Proxies.

At all meetings of the Association, each Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by Owner in an instrument in writing subscribed by such Owner. Each such proxy shall be valid only for such meeting or subsequent adjourned meetings thereof. Proxies must be filed with the Secretary of the Association at least two (2) days before the time appointed for the meeting for which each is intended. An Owner may appoint any other Owner, Officer or director of this Corporation as his proxy.

Section 2.10. Quorum.

Except as may otherwise be provided herein, or in the Declarations, Articles of Incorporation, or by statute, the presence at any meeting, in person or by proxy, of Owners entitled to cast ten (10%) of all votes of the membership shall constitute a quorum. If, however, a quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 2.11. Association Action.

When a quorum is present at any meeting, the vote of not less than fifty-one (51%) percent of the votes represented at that meeting, in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declarations, Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

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Section 2.12. Association Action Without Meeting.

Unless specifically prohibited by provisions of the Declarations, Articles of Incorporation, or applicable law, any action required to be, or which may be, taken by the Association, at any regular or special meeting, may be taken without such a meeting if a consent, in writing, setting forth the action(s) so taken, or to be taken, shall be signed and executed by all Owners, or their authorized representatives, entitled to vote with respect to the subject matter therefore, whether done before or after the action(s) so taken. Any such written consent shall have the same effect as a unanimous vote.

Section 2.13. Order of Business.

The order of business at all meetings of the Association shall be as follows:

- (a) roll call and determination of presence of a quorum;
- (b) proof of notice of meeting or waiver of notice, if necessary;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) reports of committees;
- (f) election of inspectors of election, if applicable;
- (g) election of members of Board of Directors, if applicable;
- (h) unfinished business;
- (i) new business; and,
- (j) adjournment.

Article III
BOARD OF DIRECTORS

Section 3.1. Powers and Duties.

The affairs and business of the Association shall be managed by a Board of Directors (sometimes hereinafter referred to as "Board"), which may exercise such powers and perform such duties and lawful acts as are not required by provisions of the KRS Chapter 273, the Declarations, the Articles of Incorporation, or these Bylaws to be performed by the Association or others.

Section 3.2. Responsibility of the Board.

It shall be the responsibility of the Board to manage the affairs of the Association, which responsibility shall include, without limitation, the following duties:

- (a) To provide for the care, upkeep, protection, maintenance and improvement of the common areas of the Development and other property and assets of the Association, real and/or personal; and, in connection therewith, to enter into service, employment and other contracts incident thereto, and to employ, supervise and dismiss employees, agents, contractors, engineers, architects, accountants, attorneys and other individuals or entities required therefore;
- (b) To prepare for submission to the annual meeting of the Association a budget to facilitate the establishment of the amount to be assessed for common expenses;
- (c) To obtain insurance as provided in the Declarations;
- (d) To enforce the provisions of the Declarations, the Articles of Incorporation, these Bylaws, and any amendments and/or supplements thereto, and such rules and regulations as the Association may adopt from time to time, which responsibility shall include the right to sue on behalf of the Association; and,
- (e) To establish reasonable reserve funds for emergencies and unforeseen contingencies.

Section 3.3. Professional Management.

Although the affairs of the Association shall be managed by and through the Board, should the Association determine that professional management is necessary and desirable, then the Board shall employ professional management, at a compensation to be determined by the Association, to manage the affairs of the Association, and perform such specific duties as the Association shall authorize, which professional management shall be subject to the Board's directions.

Section 3.4. Number of Members of Board and Initial Selection of Board.

The number of directors, who shall constitute the whole Board, shall be three (3). The initial Board shall be comprised of three (3) persons appointed in the Articles of Incorporation. At the first organizational meeting of the Association, if the same shall not be the first meeting thereof, the members of the first elected Board shall be elected by the Association, and the same shall serve until their successors shall be elected and qualified. In the election of the first elected Board of Directors, one of the three elected directors shall be elected to a three (3) year term, another shall be elected to a two (2) year term, and the last to a one (1) year term. Directors need not be members of the Association.

Section 3.5. Election and Term of Office.

At each annual meeting of the Association one (1) member of the Board shall be elected. The term of office of the director elected thereat (to replace the director whose term has expired) shall be fixed at three (3) years. At the expiration of the initial term of office of each respective director, each successor, who shall have been elected at the subsequent annual meeting of the Association, shall thereupon commence and serve a three (3) year term. Directors may succeed themselves (i.e. be re-elected), and shall hold office until their successors have been elected and hold their first meeting.

Section 3.6. Regular Meetings.

Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board, but at least four (4) such meetings shall be held during each fiscal year, one of which shall be held immediately following the annual meeting of the Association. Except for the meeting following the annual meeting of the Association, or unless a regular schedule of meetings shall be adopted by resolution of the Board, notice of regular meetings of the Board shall be given by the Secretary to each director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the date of the proposed meeting.

Section 3.7. Special Meetings.

Special meetings of the Board may be called by the President, on three (3) days notice to each director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be promptly called by the President or Secretary, in a like manner and with like notice, upon the request of at least two (2) members of the Board.

Section 3.8. Waiver of Notice.

Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof, unless such attending director shall file a written statement with the President or Secretary, at such meeting, that his attendance at such meeting is for the purpose of objecting to the holding of the meeting and/or the transaction of any business thereat because the meeting is not lawfully called or convened. Even though such a written statement is filled by any attending director, if such director shall cast any vote thereat, such director shall be conclusively deemed to have waived notice of the time, place and purpose of the meeting. If all the Board is present (without written objection) at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 3.9. Board Quorum.

At all meetings of the Board, a majority of the Board shall constitute a quorum for transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If there be less than a quorum present at any meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided a quorum is present.

Section 3.10. Vacancies.

Vacancies on the Board caused by any reason, other than removal of a member by a vote of the Association (which vacancy may be filled only by vote of the Association, as hereinafter provided in Section 3.11), shall be temporarily filled by vote of the majority of the remaining directors or by the sole remaining director; and each person so elected shall be a temporary director, until a successor is elected at the next annual or special meeting of the Association to fulfill the remainder of the term of the vacancy (*vacancy*) which the Board temporarily filled.

Section 3.11. Removal of Directors.

At any duly called regular or special meeting of the Association, any director may be removed with or without cause, by the affirmative vote of the members representing a majority of the votes of the Association, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the removed director. Any director who becomes more than sixty (60) days delinquent in payment of any assessments or other charges due to the Association shall become automatically disqualified from continuing as director, and the remaining member(s) of the Board shall appoint his successor as provided in this article. This disqualification shall end upon full payment of the same to the Association.

Section 3.12. Compensation.

Directors shall not receive compensation for services rendered as directors, unless the Association determines that their duties have become so burdensome that compensation is justified, in which event the compensation of directors shall be set by the Association.

Section 3.13. Report of the Board.

The Board shall present at each annual meeting, and when called for by a vote of the Association at any special meeting of the Association, a full, true, and clear statement of the business and condition of the Association.

Section 3.14. Fidelity Bonds.

The Board may require that all officers, agents and employees of the Association, handling or responsible for funds, furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 3.15. Board Action Without Meeting.

Unless specifically prohibited by provisions of the Declarations, the Articles of Incorporation, these Bylaws, or by applicable law, any action required to be, or which may be, taken by the Board at any regular or special meeting, may be taken without such a meeting if a consent in writing, setting forth the action(s) so taken or to be taken, shall be signed and executed by all directors entitled to vote with respect to the subject matter thereof, whether done before or after the action(s) so taken. Any such written consent shall have the same effect as a unanimous vote and may be officially reported as such.

Article IV
OFFICERS

Section 4.1. Designation.

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the members of the Association. Officers may also but need not be directors, with the exception of the President who must be elected from among the members of the Board. Two or more offices may be held by the same person.

Section 4.2. Election of Officers.

The officers of the Association shall be elected annually by the members of the Association at its regular annual meeting, and shall hold office until their successors shall be duly elected and qualified.

Section 4.3. Removal of Officers.

As in the case of directors, no Officer shall continue to hold office, if he shall become more than sixty (60) days delinquent in the payment of assessments or other charges due the Association. Otherwise, no officer may be removed except by action of the Association, which may at any time remove any officer (including officers appointed by the Board) with or without cause. If any office becomes vacant for any reason during the year, the vacancy shall be filled by majority vote of the whole Board.

Section 4.4. President.

The President shall be the chief executive officer of the Association. He shall preside at meetings of the Association and the Board, and shall be an ex-officio member of all committees. He shall have general and active management of the day to day business affairs of the Association, and shall see that all orders and resolutions of the Association and/or Board are carried into effect.

Section 4.5. Vice President.

The Vice President shall, in the absence or disability of the President, perform the duties and exercise the power of the President (including the power to preside at meetings of the Board, and vote as a member thereof), and shall perform such other duties as the Board shall prescribe. If neither the President nor the Vice President is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

Section 4.6. Secretary.

The Secretary shall attend all meetings of the Board and/or Association and record all votes and the minutes of all proceedings, in a book to be kept by him for that purpose, and shall perform like duties for committees when required. He shall give, or cause to be given, the required notices of all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Association, Board, or President. The Secretary shall compile and keep up to date, at the principal office of the Association or other location approved by the Board, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at convenient hours during regular business days, which hours shall be set and announced for general knowledge. The Secretary shall also keep current, and retain custody of, the minute books of the Association, containing the minutes of all annual and special meetings of the Association and the Board, including all resolutions adopted thereat.

Section 4.7. Treasurer.

The Treasurer shall carry out the duties specified in the Declarations; he shall have the custody of all funds and securities of the Association, and shall keep full and accurate records of receipts, disbursements, and expenditures affecting the Association and its administration. The Treasurer shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President, Association, and Board, at the regular meeting of the Board and/or Association, or whenever they may require it, an account of all of his transactions as Treasurer, and of the financial condition of the Association. All books of account and vouchers substantiating the entries made thereon shall be available for examination by all Owners, and their authorized agents, accountants and/or attorneys, at convenient hours during regular business days, which hours shall be set and announced for general knowledge.

If required by the Board, the Treasurer shall give a bond, the premium therefore to be considered a common expense, in such sum, and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, vouchers, money and property of whatever kind in his possession or under his control.

Section 4.8. Annual Accounting.

All financial books and records shall be kept in accordance with good accounting practices and procedures, on a calendar year basis, beginning with the exception of 1985 (which shall be a short year), on the first day of January in each year and ending on the last day of December of such year; and the same shall be audited annually (beginning with the 1986 fiscal year) by an outside auditor to be selected by the Board. The report of such audit shall be made available to the Association, and to any Owner or holder of a first mortgage on a Lot upon written request.

Section 4.9. Indemnification.

Each and every officer and/or director of the Association shall be indemnified as provided in the Articles of Incorporation.

Article V
NOTICE

Section 5.1. Manner of Notice.

Whenever any notice is required to be given by law, or under the provisions of the Declarations, Articles of Incorporation, these Bylaws, or by law to any mortgagee, member, or Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, member, Owner, at such address as appears on the records of the Association, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

Section 5.2. Waiver of Notice.

When any notice is required to be given by law, or under the provisions of the Declarations, Articles of Incorporation, these Bylaws, or by law a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Article VI
AMENDMENTS OF BYLAWS

Section 6.1. Amendments of Bylaws.

These Bylaws may be amended by the affirmative vote of fifty-one (51%) percent of the authorized votes of the members, at a regular meeting of the Association, or any special meeting thereof called for that purpose; provided, however, that all Owners shall be given thirty (30) days written notice of all proposed amendments; provided, however, that no amendments to these Bylaws shall be made if any such amendments shall be inconsistent with the provisions of the Declarations, Articles of Incorporation, or the laws of the Commonwealth of Kentucky.

Article VII
CONFLICT AND MISCELLANEOUS PROVISIONS

Section 7.1. Conflict.

These Bylaws are subordinate and subject to all provisions of the Articles of Incorporation of the Association and Declarations. All of the terms used herein, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declarations. In the event of any conflict between these Bylaws and the Declarations, the provisions of the Declarations shall control.

Section 7.2. Severability.

If any provisions of these Bylaws or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby, and to this end the provisions hereof are declared to be severable

Section 7.3. Waiver.

No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure(s) to enforce the same.

Section 7.4. Examination of Books.

Each Owner shall be permitted to examine the books of account of the Association at reasonable times, on business days, but no more than once a month.

Section 7.5. Captions.

The captions contained in these Bylaws are for convenience only and are not parts of these Bylaws, and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 7.6. Gender, etc.

Whenever in these Bylaws the context so requires, the singular number shall include the plural and converse; and, the use of any gender shall be deemed to include all genders.

CONSOLIDATED DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS

INCLUSIVE OF THE ORIGINAL
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
OF THE MALLARD POINT SUBDIVISION

AS SHOWN BY PLAT OF RECORD IN
PLAT CABINET SHEETS 380 – 390, INCLUSIVE
IN THE OFFICE OF THE SCOTT COUNTY COURT CLERK

NOTE: This portion contains extracted and consolidated information from the Original Declaration of Easements, Covenants and Restrictions, all Amendments and Supplementary Declarations and Plats. Please refer to Attachment # 1 for dates of these documents.

NOTE: Text shown in BLUE indicates ancillary information or information presented in a different format than in the original documents for ease of use and reference.

NOTE: A Quick Guide to the Consolidate Declaration of Easements, Covenants and Restrictions is shown in Attachment # 2.

THIS DECLARATION, made and entered into on this the 18th day of July, 1985 by MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, with principal offices located at 117 West Second Street, in Lexington, Kentucky 40507, hereinafter referred to as “Developer,” and MALLARD POINT OWNERS ASSOCIATION, INC., a Kentucky nonprofit corporation, hereinafter referred to as “Association” the current mailing address of which is in c/o Developer, at its address specified above.

WITNESSETH:

THAT WHEREAS Developer is Owner of all of the real property hereinafter listed and / or described in Section 2.01; and

WHEREAS, in the beneficial interests of the Developer and future owners of such real property, it is desirable to subject such real property to, and impose upon the present and future owners thereof, their heirs, personal representative, successors and assigns, certain easements, restrictions, conditions, limitations, reservations, obligations and covenants, in order to assure the beneficial, harmonious and attractive development, improvement, and maintenance of the aforesaid real property, and in order to prevent certain uses and modifications thereof which might tend to diminish the value or be detrimental to its future development and maintenance; and,

WHEREAS, Developer has incorporated, under the laws of the Commonwealth of Kentucky, a nonprofit corporation known as “MALLARD POINT OWNER’S ASSOCIATION, INC.” for the purpose of maintaining and administering the common areas and facilities, administering and enforcing the provisions of this Declaration, and collecting and disbursing assessments and charges as hereinafter provided; and,

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WHEREAS, the Developer desires to reserve unto itself, and to the “Association,” the discretion to review and approve certain aspects relating to development, improvement, use, and maintenance of the aforesaid real property and improvements thereon, if any, and alterations to such improvement, and certain uses to be permitted or prohibited thereon, all as is hereinafter more specifically set forth;

NOW, THEREFORE, the Developer desires that the real property hereinafter designated and / or described in Section 2.01, located in Scott County, Kentucky, and such additions thereto as may hereafter be added as permitted herein, is and shall be held, transferred, sold, conveyed, occupied, and used, subject to the following protective easements, restrictions, conditions, limitation, reservations, covenants, obligations, and agreements, each and all of which are hereby declared to be covenants running with the land:

TRANSCRIPTION NOTE: To reduce the length of this transcription, the “Witnesseth” verbiage from all subsequently approved amendments and supplementary documents has been omitted. Anyone needing the “Witnesseth” verbiage for subsequently approved amendments and supplementary documents for legal or other purposes must obtain them from the Scott County Clerks Office in Georgetown, Kentucky.

ARTICLE I

DEFINITIONS

As used in this Declaration, the words set forth shall below have the meaning hereinafter designated, unless the context shall clearly require a different meaning:

Section 1.01. “Association”

shall mean and refer to “MALLARD POINT OWNERS ASSOCIATION, INC.,” a nonprofit Kentucky corporation, incorporated pursuant to the provisions of KRS Chapter 273. No Articles of Incorporation, Bylaws, or amendments to either, shall be adopted by the Association which shall conflict with the provisions of this Declaration, as the same may be hereafter amended.

Section 1.02. “Lot”

shall mean and refer to any of the Lots shown upon the final record plat of the property hereinafter described in Section 2.01; any subdivided portions or consolidations of such Lots which shall have been approved by Developer and / or the Association, as hereinafter set forth; and, any additional property made subject to these Declarations, pursuant to the provisions of Section 2.02. In the event of an authorized subdivision or consolidation of any original Lots (and / or previously authorized subdivided or consolidated Lots), as herein provided, the resulting Lot(s), and the Owner(s) thereof, shall in all respects be treated as if the resulting Lot(s) was an original separate Lot, and the Owner(s) of which shall be considered to be the Owner(s) of only the resulting Lot(s), with all of the rights, privileges, obligations, restrictions, limitations, covenants and obligations applicable thereto, and not Owner(s) of the separate component Lots consolidated or prior Lot subdivided.

Section 1.03. “Owner”

shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in any Lot as herein defined; provided, however, the term “Owner” shall not mean or refer to any leasee or mortgagee, unless such mortgagee acquires fee simple title pursuant to a foreclosure action, or any proceeding or conveyance in lieu of foreclosure.

Section 1.04. “Member”

shall mean and refer to each of those Owners who are members of the Association as hereinafter provided in Section 3.01.

Section 1.05. “Property” or “Properties”

shall mean and refer to all of the Lots hereinafter designated (or as may be created by authorized subdivision and or consolidation thereof), together with such further Lots as may hereafter be made subject to this Declaration pursuant to the provisions of Section 2.02.

Section 1.06. “Street(s)” and “right(s) of way”

shall mean and refer to those areas designated and / or shown on the final record plat of Phase I said Development in Plat Cabinet Sheets 380 – 390 inclusive, as streets and rights of way, and any extensions thereof and / or additions thereto as may be made subject to this Declaration as hereinafter provided in Section 2.02.

Section 1.07. “Common areas”

shall mean and refer to those areas to be devoted to the common use and benefit of the Owners of the properties (subject, however, to the provisions hereinafter set forth), and any additions thereto as may be made subject to this Declaration as hereinafter provided in Section 2.02.

ARTICLE II

DESCRIPTION OF PROPERTY

Section 2.01. EXISTING PROPERTY.

The real property which is and shall be subject to this Declaration is located in Scott County, Kentucky, and is more particularly described as follows:

BEING all of:

Lots 1-7	Block A	Unit 2
Lots 1-12	Block B	Unit 2
Lots 1-33	Block A	Unit 3
Lots 1-8	Block B	Unit 3
Lots 1-13	Block C	Unit 3
Lots 1-13	Block D	Unit 3
Lots 1-18	Block E	Unit 3
Lots 1-15	Block F	Unit 3
Lots 1-17	Block G	Unit 3
Lots 1-19	Block H	Unit 3

Inclusive, of Phase I of the MALLARD POINT subdivision, together with the streets and rights of way areas, dam, lake, and designated park areas, all as set forth and shown in the final record plats prepared by Walter L. Bowman, Registered Land Surveyor of Mayes, Sudderth, and Etheredge Engineers, Inc., R.L.S. No. 1804, for MARIC DEVELOPMENT CORPORATION, dated the 7th day of July, 1985, and filed of record in the Office of the Scott County Court Clerk, in Plat Cabinet Sheets 380 390 inclusive; and,

BEING a part of the same property conveyed to MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, by Deed dated the 3rd day of August, 1984, from THOMAS J. BURGESS II, a single man, and LOUISE BURGESS, a widow, which Deed is of record in the Office of the Scott County Court Clerk, in Deed Book 158, Page 642, as corrected in that Deed of Correction, dated the 12th day of July, 1985, of record in the aforesaid Clerk's Office in Deed Book 162, Page 348.

TRANSCRIPTION NOTE # 1: The Original Declaration and the Supplementary Declarations identify areas within the Mallard Point Development by Lot, Block, Unit and Phase not by the street address or street name. The following Groups were created to enable users to correlate their street numbers and street names to the Lot Numbers and Plat #'s shown in the Original Declaration and all Supplementary Declarations. All of the Plat #'s shown in these documents are on file at the Scott County Clerks Office. The Cabinet #'s refer to where the individual Plats are located within the Scott County Clerks filing system.

TRANSCRIPTION NOTE # 2: Please identify which Group contains your property as these Groups are referenced to in other Sections.

TRANSCRIPTION NOTE # 3: An electronic copy of each Plat # shown in these Groups can be found at the MallardPointOnline.com web site.

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GROUP - A, Properties associated with the Original Declaration of Easements, Covenants and Restrictions Applicable to Units 2 and 3, inclusive of Phase I Dated July 15, 1985

Street Numbers	Street	Reference Plat #	Cabinet #
101 – 113	Brant Ct	387	1
101 – 115	Canvasback Ct	388	1
100, 102, 104, 106, 108, 110, 112, 114	Eider Ct	386	1
101, 103, 105, 107, 109, 111, 113, 115	Eider Ct	387	1
101, 103, 105	Mallard Point Ct	382	1
109 - 112, 114, 116, 118, 200, 202, 204 – 206, 208, 209	Mallard Point Ct	384	1
100 – 108, 210 – 212	Mallard Point Ct	383	1
186-196, 200, 202, 204, 206	Mallard Point Drive	382	1
208, 210, 217, 219, 221, 301, 303	Mallard Point Drive	383	1
201, 203, 205, 207, 209, 211	Mallard Point Drive	385	1
100 – 111	Pintail Ct	386	1
100 – 105, 107	Puffin Ct	384	1
100 – 111	Teal Ct	385	1
100, 102, 200, 202	Woodduck Lane	385	1
204, 300, 302, 304	Woodduck Lane	386	1
400, 402, 404	Woodduck Lane	387	1
602, 604, 606, 608	Woodduck Lane	388	1
610, 612, 614, 615 – 627	Woodduck Lane	389	1

GROUP - B, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions Applicable to Unit 1 of Phase II Dated July 15, 1986

Street Numbers	Street	Reference Plat #	Cabinet #
100, 102, 106	Black Duck Drive	437	1
100 – 123	Blue Bill Ct	439	1
100 – 105, 107	Bufflehead Ct	440	1
400, 402, 404, 406, 408, 410, 412	Mallard Point Drive	437	1
500 – 508, 511, 513	Mallard Point Drive	440	1
100, 101, 103, 105	Merganser Ct	440	1
107	Merganser Ct	441	1
102, 104, 106, 108, 110 – 125	Merganser Ct	442	1
100 – 108, 110, 112, 114, 116, 118	Sheldrake Ct	441	1
100 – 105, 107 – 113, 115	Shoveler Ct	441	1
100	Shoveler Ct	442	1
201 – 210	Widgeon Way	437	1
100 – 112	Widgeon Way	438	1

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GROUP - C, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions
Applicable to Unit 2 of Phase II Dated July 14, 1987

Street Numbers	Street	Reference Plat #	Cabinet #
100 – 110	Bluewing Ct	542	2
100 – 107	Broadbill Ct	541	2
152, 156, 158, 160, 162, 166, 168, 170	Drake Lane	541	2
126, 130, 132, 134, 136, 138, 140, 142, 144, 146, 150	Drake Lane	542	2
111, 112, 115, 116, 118, 120, 124	Drake Lane	543	2
100 – 107, 109, 110	Drake Lane	544	2
100 – 111	Golden Eye	544	2
100 – 108	Ringbill Ct	541	2
100 – 106	Spoonbill Ct	542	2
100 – 111	Whistler Ct	543	2
100 – 109	Whitewing Ct	543	2

GROUP - D, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions
Applicable to Unit 1 of Phase III Dated November 24, 1987

Street Numbers	Street	Reference Plat #	Cabinet #
100 – 106, 108 – 110, 112 – 114, 116	Greenwing Ct	592, 593, 702	2
117, 118 – 120, 122 – 128, 130, 132, 134 – 136, 138 – 146	Greenwing Ct	592, 593, 703	2
100 – 107	Redhead Ct	592, 593, 703	2

GROUP - E, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions
Applicable to Unit 2A of Phase II Dated June 19, 1990

Street Numbers	Street	Reference Plat #	Cabinet #
145, 161	Drake Lane	904	3

GROUP - F, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions Addition and Notice of Assignment Dated June 16, 1997

Street Numbers	Street	Reference Plat #	Cabinet #
Addition of 0.145 acre tract		None	None

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GROUP - G, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions
Applicable to Unit 5 of Phase I Dated March 21, 2000

Street Numbers	Street	Reference Plat #	Cabinet #
303, 305, 307, 309	Woodduck Lane	2289	6

GROUP - H, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions
Applicable to Unit 5 of Phase I Dated October 2, 2000

Street Numbers	Street	Reference Plat #	Cabinet #
100 – 115, 117 – 125	Blackberry Ridge	2398, 2477	6
100 – 108, 110, 112	Falcon Ct	2398, 2477	6
401, 403, 405, 407, 409, 501, 503, 505, 507, 603, 605, 607, 609, 611	Woodduck Lane	2398, 2477	6

GROUP - I, Properties associated with Supplementary Declaration of Easements, Covenants and Restrictions
Applicable to Unit 5 of Phase I Dated June 6, 2007

Street Numbers	Street	Reference Plat #	Cabinet #
100 – 111	Doe Ct	318	9
203, 205, 207, 301	Woodduck Lane	318	9

Section 2.02. ADDITIONS TO EXISTING PROPERTY.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL

So long as Developer shall be the fee simple Owner of at least one Lot subject to this Declaration (whether originally described in Section 2.01 or subsequently added pursuant to the provisions of this Section) additional real property may become subject to this Declaration upon the execution by the Developer of a recordable instrument reciting approval of the proposed addition; provided, however, that at such time as Developer shall not be the fee simple Owner of any of the Lots subject to this Declaration (whether originally described in Section 2.01 or subsequently added pursuant to the provisions of this Section), the Association shall thereafter solely exercise this right to subject additional property to this Declaration by executing a recordable instrument reciting approval of the proposed addition. Upon approval of either the Developer or Association, as hereinabove provided, the Owner of the additional property shall record a supplementary declaration of covenants and restrictions with respect to the additional property, subjecting the same to the provisions of this Declaration. Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property, and only such as are not inconsistent with this Declaration. Except as herein provided, no such supplementary declaration shall revoke, modify or add to the covenants and restrictions established by this Declaration as applicable to the property described in Section 2.01, or subsequently added pursuant to the provisions of this Section.

Upon a merger or consolidation of the Association with another association, in compliance with the provisions hereinafter set forth, its properties, rights, and obligations may be transferred, in compliance with all applicable laws, to the merged or consolidated association, which merged or consolidated association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon other properties administered by the merged or consolidated association. No such merger or consolidation, however, shall of itself effect any revocation, change, or addition to the covenants, rights,

obligations, and / or restrictions established by this Declaration, as applicable to the property described in Section 2.01, or subsequently added pursuant to the provisions of this Section.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

ADMINISTRATION BY BOARD

Section 3.01. MEMBERSHIP.

Each and every person or entity who or which is the Owner of record of an interest in any Lot which is subject to this Declaration (whether an original Lot, or authorized subdivided or consolidated Lot, or any additional Lot made subject hereto pursuant to Section 2.02) shall be a member of the Association; provided, however, any person or entity who or which holds an interest merely as a lessee or as security for the performance of an obligation shall not be a member.

Section 3.02. VOTING RIGHTS.

All members of the Association shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. If there shall be more than one (1) Owner of any Lot, the vote allocated to such Lot shall be collectively cast by the Owners thereof as they shall determine among themselves, provided, no more than one (1) vote may be collectively cast by the Owners of any individual Lot.

If a Lot is owned by one (1) person, his or her right to vote shall be established by his or her record title to such Lot. If a Lot is owned by a corporation, a partnership, or association, the person entitled to cast the vote for the Lot shall be designated by a certificate of appointment signed by the President and Secretary thereof (in cases of a corporation or association) or an authorized general partner (in case of a partnership). If a Lot is jointly owned by more than one (1) person, such Owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the Owners of the Lot of which he is a part Owner. Such written designations shall remain in force until such authorization shall have been revoked, amended, or otherwise changed in a writing delivered to the Association. No Owner shall be eligible to vote or to be elected an Officer or member of the Board of Directors of the Association who is not current in payment of assessments for common expenses and other debts or obligations to the Association.

Section 3.03. QUORUM FOR ANY AUTHORIZED ASSOCIATION ACTION.

Unless otherwise specifically provided herein, the quorum required for any Association action authorized herein shall be the presence at any meeting of members, in person or by proxy, entitled to cast ten (10%) percent of all the votes of the membership. If a quorum is present, the affirmative vote of not less than fifty-one (51%) percent of the votes represented (in person or by proxy) at the meeting shall be the act of the Association.

Section 3.04. MANGEMENT BY BOARD OF DIRECTORS.

The affairs and business of the Association shall be managed by a Board of Directors (herein referred to as the "Board"), which shall exercise such powers and perform such duties and lawful acts as are specified by this Declaration, and the Articles of Incorporation and Bylaws of the Association. The composition, powers, duties and responsibilities of the Board are set forth in the Articles of Incorporation and Bylaws of the Association.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS

Section 4.01. MEMBERS' EASEMENT OF USE AND ENJOYMENT.

Every member shall have a right and easements for the reasonable use and enjoyment of the streets (which includes the right of ingress and egress) and the park and lake areas designated on the aforesaid final record plats, and the plats of property subsequently made subject to this Declaration pursuant to the provision of Section 2.02, above. Subject to the provisions of this Declaration, any amendments and / or supplements thereto, and any rules and regulations promulgated by the Association governing the exercise of such rights and easements; and, such easements shall be appurtenant to and pass with the title to every Lot. Every member shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with said member, his non-commercial guests and invitees, and to such other persons as may be permitted by the Developer and / or Association.. The rights and easements of use and enjoyment created by Section 4.01 shall be subject to:

- (a) The right of the Developer (or the Association, at such time as the Association shall be the record Owner of the same) to borrow money for the purpose of acquiring, improving, and maintaining the designated streets, rights of way, park and lake areas, and dam, and to maintain and / or execute a mortgage or mortgages on each of the said areas as security for such loan(s);
- (b) The right of the Developer and / or Association to take such steps as are reasonably necessary to protect any such areas against foreclosure;
- (c) The right of the Developer (so long as it shall retain legal title thereto) to transfer any part or all of the common areas to any public or governmental entity which is authorized by law and willing to assume the responsibilities for the ownership, care and maintenance of the same;
- (d) The right of the Association to dedicate or transfer such part or all of the common areas to which it may have received legal title to any public or governmental entity or other entity authorized by law and willing to assume the duties and responsibilities of the Association with regard thereto, subject, however, to such conditions as may be imposed by the members; provided, however, that no such dedication or transfer shall be effective unless approved by the affirmative vote of members entitled to cast fifty-one (51%) percent of the votes of the membership, agreeing to the terms of the dedication or transfer, and provided further that written notice of the proposed dedication or transfer is mailed to every member at least thirty (30) days in advance of the meeting at which such matter is to be considered, and,
- (e) All other provisions of this Declaration, as the same may be hereafter amended and / or supplemented subject to the provisions hereof and such rules and regulations as may from time to time be promulgated by the Association

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The grant of rights to use the lake or any other common areas, as herein set forth, shall not be construed to grant any rights with regard to, or allow access to, any undeveloped or developed lands owned by Developer, for any purpose, and any unauthorized presence on such land shall be deemed a trespass thereon.

Any provisions of this Declaration to the contrary notwithstanding, neither the Developer nor the Association shall enter into any agreement or effect any conveyance or mortgage, which shall prevent the reasonable use of the streets, or impede the use of any designated lake and park areas, by the members or other authorized persons; except for such temporary periods as may be necessary for utility or road installation, paving, repair or maintenance, and then in such a manner as to minimize disruption of the reasonable use thereof by all authorized persons.

ARTICLE V

DUTIES OF THE ASSOCIATION

Section 5.01. COMPLIANCE WITH PROVISIONS OF DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, AND RULES AND REGULATIONS.

Each Owner shall comply with the provisions of this Declaration, and the Articles of Incorporation and Bylaws of the Association, as the same may be lawfully amended and / or supplemented from time to time, and with the rules and regulations from time to time adopted and / or amended by the Association and, failure to comply with any such provision, rule or regulation shall be grounds for an action for recovery of sums due, damages, specific performance, and / or injunctive relief. All present or future Owners, tenants, future tenants, or any other person(s) who might own or be granted the use of any Lot, in any manner, are subject to the provisions of this Declaration, Articles of Incorporation, Bylaws, and the rules and regulations promulgated by the Association; and, the acceptance of a Deed to any Lot, or rental of or presence upon any Lot or common area, or the mere act of occupancy of any Lot or improvements thereon, shall signify that the provisions of this Declaration, and the Articles of Incorporation, Bylaws, rules and regulations of the Association are thereby accepted and ratified by all parties concerned.

Section 5.02. DUTIES.

The Association shall in all reasonable ways act to promote the health, safety and welfare of the Owners, which duties shall include without limitation:

- (a) Enforcement of the provisions of this Declaration;
- (b) Procurement, maintenance, repair or replacement of streets right of way, dam, dam service areas, and designated lake, park, and any other common areas, access control (guard) buildings and equipment, security vehicles, boats and other security equipment and devices; maintenance and snow removal equipment, including (without limitation) tractors, mowers, mowing attachments, scraper blades, tools, etc.; and any sanitary sewer lines and sewage treatment plants (at much time as any shall be owned by or become the responsibility of the Association), street signs, street lights, and storm sewer lines, if any, ditches, culverts, etc., which may be located along, under, within or upon the streets and rights of way, or which are used in common by the Owners;
- (c) Snow removal from the streets;

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- (d) Procurement of fire hydrants and payment of all rental fees therefore and the construction, equipping, operation and maintenance of any private fire stations(s) within or serving the Mallard Point Subdivision;
- (e) Care and maintenance of any existing cemeteries within the Mallard Point Development;
- (f) Construction, maintenance and repairs of shelters for school children awaiting pick up by school buses, and / or to provide for such busing;
- (g) Payment of all taxes and special assessments levied by any governmental taxing authority on the streets, rights of way, dam and designated lake, park, or any other common areas; and,
- (h) Procurement of liability insurance policies covering use of the streets, rights of way, dam, and designated lake, park, or any other common” areas.

Section 5.03. CERTAIN FURTHER DUTIES OF THE ASSOCIATION.

The Association shall prepare and keep a roster of the properties and regular and special assessments and charges applicable thereto, which shall be kept in the office of the Association and shall be available for inspection by any Owner.

The Association shall, upon demand at any time, furnish to any Owner liable for any regular or special assessment a certificate in writing, signed by any Officer or other responsible member of the Association, setting forth whether said assessment or assessments have been paid and whether there are any other unpaid charges against the Owner’s Lot. Such certificate shall be conclusive evidence of payment of any assessments and / or charges therein stated to have been paid.

Section 5.04. REGULATORY POWER / ADOPTION PROCEDURE FOR RULES AND REGULATIONS.

The Association may adopt and amend rules and regulations for the use and enjoyment of the common areas which shall bind the members. Written notice of any meeting to consider proposed rules and regulations, or any amendments thereto, shall be given in writing to all members at least thirty (30) days in advance and such notice shall set forth the time, place, and purpose of the meeting.

Anything in this Declaration to the contrary notwithstanding, no rules or regulations shall be adopted, altered or amended by the Association which will be discriminatory in effect or application, unless the discriminatory effect or application may be reasonable required by and related to natural conditions of any Lot not common to all other Lots. Further, the Association shall adopt (or selectively alter or rescind) no rules or regulations which will have the effect of selectively conferring benefits upon any one or more Owners and not in common to all Owners, unless the same may reasonably be related to natural conditions of any Lot not common to all other Lots. No rules adopted by the Association shall affect, or in any way diminish or limit, the rights of Developer herein set forth or reserved.

Section 5.05. TREASURER.

The Treasurer of the Association, to be a person elected annually by members of the Association, shall maintain a detailed account of all receipts and expenditures of the Association, as well as the maintenance and repair expenses of the streets and rights of way, dam, and designated lake and park areas, and any and all other expenses and / or liabilities incurred by or on behalf of the Association. All Association accounting records, invoices, vouchers, cancelled checks, etc., shall be available for examination by the members at any and all reasonable times. The Treasurer shall be bondable, and a bond for the faithful performance of his or her duties shall be

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procured at the expense of the Association in an amount not less than the amount of Association fund for which he or she may become responsible.

Section 5.06. ANNUAL ACCOUNTING.

All financial books and records of the Association shall be kept in accordance with good accounting practices and procedures, on a calendar year basis, beginning (with the exception of 1985, which shall be a short year) on the first day of January in each year and ending on the last day of December of such year; and, the books of the Association shall be audited at least once each year by an auditor designated by the Association, and who or which is not a member of the Association. The report of such audit shall be made available to the members of the Association, and to any holder of a first mortgage on any Lot, upon written request. Any Owner shall have the right to demand a certified audit of all the books and records of the Association; and, if there is any substantial change resulting therefrom, the expense of such audit shall be borne by the Association. If, however, there is no substantial change, the expense of the audit shall be borne by the Owner(s) requesting same. "Substantial" as used herein shall mean an aggregate of sums in excess of ONE THOUSAND (\$1,000.00) DOLLARS.

Section 5.07. INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS.

Every officer of the Association and member of its Board shall be indemnified by the Association against all expenses and liabilities, including attorneys fees, reasonably incurred by and / or imposed upon him in connection with any proceeding in which he may be a party, or in which he may become involved, by reason of his being or having been a Board member or officer, or any settlement thereof, whether or not he is or was a Board member or officer at the time such expenses and / or liabilities are incurred, except in such cases wherein the Board member or officer is adjudged guilty of willful nonfeasance or willful malfeasance in the performance of his duties; provided that, in the event of a settlement without trial or binding arbitration, the indemnification herein shall apply only when the Association, upon recommendation of the Board, has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which each Board member or officer may be entitled. The Board shall be authorized to procure policies of insurance to protect the Association, Board, and officers and directors thereof, against errors, omissions, and / or other liability arising from their status or the performance of their duties, the costs of which shall be deemed common expenses of the Association.

Section 5.08. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

Whenever, in the judgment of the Board, the common areas shall require additions, alterations or improvements, or equipment, machinery, boats, vehicles, services and / or supplies are needed, costing in excess of TEN THOUSAND (\$10,000.00) DOLLARS, the making of such additions, alterations or improvements, or purchase or procurement of the same, shall first be approved by the Association. Thereafter, the Board shall proceed with such additions, alterations or improvements, and / or purchases using the replacement reserve, to the extent available, and shall assess as needed all Owners for the costs thereof as a common charge. Any additions, alterations, improvements, equipment, etc. costing TEN THOUSAND (\$10,000.00) DOLLARS or less may be purchased, procured and / or made by the Board without approval of the Association, and the cost thereof shall constitute part of the Association's common expenses.

Section 5.09. FURTHER RIGHTS OF ASSOCIATION.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

At such time as Developer shall own less than Twenty (20%) percent of the Lots subject to this Declaration, or Seven (7) years from the date of the last addition of property subsequently made subject to this Declaration pursuant to the provisions of Section 2.02, above whichever shall last occur, or at such earlier time as Developer may waive its rights hereunder, the Association shall thereupon have the right to withdraw water from the lake, or otherwise draw down the water level of the lake, to a level not less than five (5) feet below its normal pool level at the 905 foot elevation, at any time(s), and from time to time, in its sole and absolute discretion, whether for the purpose of sale of such water, or for any other purpose which Association, in its sole and absolute discretion, may deem necessary, convenient, advisable or desirable; provided, however, that until such time, the Developer, and its authorized successors and assigns, and thereafter the Association, may lower the level of the lake, even to the extent of completely draining it, in the event such lowering shall be deemed necessary for purposes of dam maintenance, or in order to respond to any emergencies ; and, the Developer and / or Association shall not be liable to any person or other entity in any manner whatsoever for any loss or damage to any person(s) or entity(ies) as a result of the use or exercise by Developer and / or Association of the rights, powers and authority reserved and granted in this Section.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. CREATION OF THE LIEN AND PERSONAL OBLIGATION.

The Developer, for each Lot owned by it within the properties subject to this Declaration, hereby covenants, and each future Owner of any Lot (or authorized subdivided or consolidated Lots) by acceptance of a deed therefor, whether or not it may be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (a) Regular assessments to cover common expenses;
- (b) Special assessments for acquisitions of and / or capital improvements to: streets and rights of way, dams, designated lake and park areas, sanitary sewer collection and treatment lines and facilities, water lines, storm water retention areas and run off ditches and culverts, security and maintenance equipment, facilities, and other equipment and / or improvements, including those for private fire stations which may be located within or serve the Mallard Point Subdivision; such assessments to fixed, established, and collected from time to time as hereinafter provided; and,
- (c) Other charges and assessments provided for in these Declarations

The regular and special assessment and charges, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a continuing lien upon the Lot and improvements thereon against which each such assessment or charge is made, levied, or assessed, and shall be the personal obligation of the Owner(s) of such property at the time when the assessment falls due or charge is effected.

Section 6.02. REGULAR ASSESSMENTS / PURPOSE.

The regular assessment levied by the Association shall be used primarily for the payment of common expenses, accomplishing those duties listed or contemplated in Section 5.02 above, and such other purposes as the Association shall deem necessary and appropriate

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to fulfill the purposes of this Declaration. "Common expenses," in general, shall include, but not necessarily be limited to, the cost of maintenance, repair or replacement of streets and rights of way, dam and designated lake and park areas (all herein referred to as "common areas"); trash and garbage removal from such areas; electricity, water, sewer and other utility services to such areas; the expenses of administration and management, including but not limited to management fees; casualty and liability insurance premiums; service contracts; purchase, lease, and maintenance of vehicles, boats, and other equipment necessary in the provision of security services and maintenance within the development; professional fees; expense reimbursement; and, employee salaries. Common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Association, including, without limitation, amounts for working capital, for operating reserves, for reserve funds for replacements, staff salaries, equipment and supplies, postage and to make up any deficit(s) in the common expenses for any prior year or other period.

Section 6.03. BASIS OF MAXIMUM REGULAR ASSESSMENTS.

At each annual meeting, the Association shall fix and determine the amount deemed necessary to provide for the costs of administration and common expenses in the following calendar year, and shall equally divide and assess that amount against all Lots subject to this Declaration (whether originally described herein, or subsequently made subject hereto pursuant to Section 2.02) on a monthly, bimonthly or quarterly basis. To assist the Association in determining such amount, the notice of the annual meeting mailed to Owners shall be accompanied by an estimated budget prepared and approved by the Board. Until the first annual meeting, regular assessment shall be based upon a budget prepared by the Developer, and said budgetary amount shall be fixed and equally divided among and assessed against each Lot subject to this Declaration.

After the Association shall have held its first annual meeting, the amount of the periodic regular assessment will be set by a vote of the members, as hereinafter provided, as well as the frequency of payment (i.e. monthly, bimonthly or quarterly), but in no event shall payment be less frequent than quarterly. The amount and frequency of payment of any regular assessment shall be automatically extended unless by changed vote of the members, at any annual meeting, or at a special meeting of the Association duly called for this purpose, at which a quorum is present, written notice of which shall be sent to all members at least thirty (30) days in advance, setting forth the time, place, and purpose of the meeting.

Section 6.04. NOTIFICATION OF REGULAR ASSESSMENTS.

The Board shall advise the voting member of the Association for each Lot subject to this Declaration promptly in writing, of the amount of regular assessments payable with respect to his, her, or its Lot, and shall, upon any Owner's written request, furnish a copy of each budget upon which such regular assessments are based to such Owner.

Section 6.05. PAYMENTS OF REGULAR ASSESSMENTS.

Lot Owners shall pay to the Association, in advance, on the first day of every calendar period for which the same shall be due, the regular assessment which shall be established by the Developer and / or Association for his, her, or its Lot(s)-

TRANSCRIPTION NOTE: By Association membership approval at the Annual Meeting, the regular quarterly dues have been periodically adjusted in previous years and are, as of April, 2014, \$180 per quarter.

Section 6.06. PAYMENT OF LIEN AFTER TRANSFER.

Upon the voluntary sale or conveyance of a Lot, there shall be paid or provided from the sales proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of any regular and / or special assessment(s) and / or other charges due and payable to the Association as of the date of conveyance. Any purchaser or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Board setting forth, in detail, the amount of any unpaid assessments and / or charges owned by the seller, or borrower, and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the Lot be encumbered with, an amount of unpaid assessments and / or charges greater than that shown in said statement. Upon an involuntary sale through foreclosure of a deed of trust, mortgage or encumbrance having a preference, a purchaser thereunder shall not be liable for any assessments and / or charges as became due subsequent to the recording of such foreclosed deed of trust, mortgage or encumbrance, and prior to his purchase of the same.

No Owner shall be liable for the payment of any part of the common charges assessed against his Lot subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of this Declaration) of such Lot.

Section 6.07. CHARGES FOR BREACH.

This Declaration, and the Articles of Incorporation and Bylaws of the Association, impose certain duties and conditions upon the Owners of the Lots subject to this instrument. In the event there is any breach by any Owner, or such Owner's family, lessees, and / or guest, invitees, agents, sublessees and / or employee thereof, of any provision of this Declaration, or the Articles of Incorporation, Bylaws or other rules and regulations promulgated by the Association, and if any such breach, or action to remedy or cure the same or enforce such provisions, shall require an expenditure by the Association and / or Developer (including expenditures for court costs and reasonable attorneys fees), the Association and / or Developer may levy a charge for the full amount of such expenditures against the Lot and the improvements of the said Owner(s), which charges shall also be the personal obligation of such Owner(s) and shall constitute a lien against the Lot and improvement of said Owner(s). Such charges shall be payable in full ten (10) days from the date such Owner is notified of the levy of such charge.

Section 6.08. EFFECT OF NON-PAYMENT OF ASSESSMENTS AND / OR CHARGES.

In the event that any regular or special assessment and / or charge is not paid within ten (10) days from the due date thereof, there shall be a late payment charge added to each such assessment and / or charge in the amount of FIVE (\$5.00) DOLLARS for each month, or fractional part of a month, that each such assessment and / or charge remains unpaid. In addition, and upon any assessment and / or charge being past due for more than thirty (30) days from the due date thereof, the Association, at its option, may serve written notice on the Lot Owner who is delinquent, that if full payment of such assessments(s) and / or charge(s), plus any late payment charges, are not made within ten (10) days from the date of receipt of the notice of delinquency by the Lot Owner, there shall become immediately due and payable to the Association (and the same may be collected in the same manner as any other obligation due the Association) the amount of assessments and / or charges in arrears, plus late payment charges thereon, plus the total amount of assessments that would become otherwise due and payable from said Lot Owner for the succeeding twelve (12) months from the date of notice to the Lot Owner. The amount of such accelerated payments for any fiscal year of the Association for which a budget and assessments have not been officially adopted shall be calculated at the same amount as the assessments due for the then present fiscal year or portion thereof. Any amounts required to be prepaid by the Lot Owner shall be subject to subsequent adjustment by the Association as appropriate to correspond to the actual assessments thereafter becoming due from said Lot owner.

The Association shall have the right and duty to take all appropriate actions and steps to collect any assessment and / or charge which shall remain unpaid for a period of more than thirty (30) days from the due date thereof, in addition to actions described hereinabove, including the institution of litigation to recover a money judgment for the same, together with late payment charges thereon, and the reasonable expenses of collection, including reasonable attorneys' fees, without foreclosing or waiving the lien hereinabove provide.

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The lien for unpaid assessments and / or charges may be enforced and foreclosed in such manner as may from time to time be provided by the laws of the Commonwealth of Kentucky for the foreclosure of mortgages. Anything in the foregoing to the contrary notwithstanding, the Board of Directors may waive late charges when, in its sole discretion, it deems such a waiver to be just and proper.

Section 6.09. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien provided for herein shall be inferior only to liens for taxes and assessments lawfully imposed by governmental authority against such Lot, and all sums unpaid on bona fide deeds of trust, mortgages or other encumbrances recorded prior to the due date of the particular assessment and / or charge, or recorded after receipt of a written statement from the Board that the payments on said lien were current, or that there was no charge, fine, and / or penalty due and owing, as of the recordation date of such deed of trust, mortgage instrument, or other encumbrance. Such subordination shall also apply to the assessments and / or charges which have become due and payable prior to a sale or transfer of such property pursuant to a judgment and order of sale in a foreclosure action, or any other bona fide proceedings or conveyance in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments and / or charges thereafter becoming due, nor from the lien of any such subsequent assessment or charge.

ARTICLE VII

INSURANCE

Section 7.01. PUBLIC LIABILITY INSURANCE.

The Association shall obtain a comprehensive policy of public liability insurance covering the streets and rights of way, dam, designated lake and park areas, and other common areas, hereinabove described, and insuring the Association, its Board, Officers, employees, and members, for and against all damage or injury in, upon, and / or to such areas, or caused by the negligence of the Association, its Board, Officers, employees, contractors, or any of its members, their employees, invitees, guests, family members, or agents, and such policy shall have at least a ONE MILLION AND NO/100THS (\$1,000,000.00) DOLLARS per person limit, with regard to bodily injury, a ONE MILLION (\$1,000,000.00) DOLLARS limit per occurrence, and a FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS minimum property damage limit. These amounts may be adjusted by the Board from time to time to provide for inflation and as the needs of the Association may require. Such coverage shall also afford protection against:

- (a) a loss or damage by fire, vandalism, malicious mischief, windstorms, explosions, water damage, and other hazards covered by the standard extended endorsements;
- (b) leaks, rupture, collapse, or other failure of the dam; and.
- (c) such other risks as shall be customarily covered with respect to projects similar in construction, location and use.

All liability insurance shall contain cross liability endorsements to cover liabilities of the Association as a group, the Board, each Officer or employee of the Association, and each individual Owner. Workmen's compensation insurance shall be obtained when necessary to meet the requirements of law. In addition to the foregoing, the Board shall obtain such additional insurance coverage as it may, in its sole discretion, deem advisable, taking into consideration inflationary factors, other changes in value, and changes in the Association duties, responsibilities, and / or liability exposure.

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Premiums for all insurance procured hereunder shall be a common expense of the Association. Each policy may contain reasonable deductible provisions as the Board may approve; and, the costs of all such insurance obtained shall be included in the amount of the regular assessments, as hereinabove provided.

All such insurance coverage obtained by the Association shall be written in the name of the Association, for the respective benefit of the Association, Officers, Directors and Lot Owners, as their interests may appear. All such policies shall be written with companies licensed to do business in the Commonwealth of Kentucky; and, exclusive authority to adjust losses under policies in force obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The provisions of such insurance shall be without prejudice to the right of each Owner to insure his own Lot for his own benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Association on behalf of all Owners.

Section 7.02. LIMITATIONS.

Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

- (a) The insurance carried by the Association shall be primary; and, in no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Owners, and any “no other insurance” or similar clause in any policy obtained by the Association, pursuant to the requirements of this Article, shall exclude such policies from consideration.
- (b) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Owners, the Association, The Board, each officer of the Association, and their respective agents, employees, or invitees, and a waiver of any of the defenses based upon co-insurance or invalidity arising from the acts thereof.
- (c) Each of the policies of insurance obtained by the Association shall contain the following provisions:
 - (i) that they may not be cancelled, invalidated or suspended on the account of the conduct of any one or more of the individual Owners;
 - (ii) that they shall not be cancelled, invalidated, or suspended on the account of the conduct of any Officer or employee of the Association, without a prior demand in writing that the Association cure the conduct of such Officer or employee, with appropriate time to effect such cure; and,
 - (iii) that if the Association fails to cure the conduct of an officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days prior written notice to the Board. Any of the foregoing provisions in this Section and Section 7.01, above, may be waived or modified by the Board of Directors of the Association when, in its sole discretion, the Board deems it reasonably necessary in order to secure coverage at reasonable costs.

Section 7.03. ASSESSMENTS IF INSURANCE IS INADEQUATE.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the costs to repair or replace the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Board may require. If the insurance proceeds are not sufficient to defray such estimated costs, special assessments shall be made equally against each Lot subject to this Declaration (whether originally described herein, or subsequently made subject hereto, pursuant to Section 2.02), in sufficient amounts to provide funds to pay such estimated costs or any liability of the Association to others, in excess of its insurance coverage. If at any time during reconstruction and repair, or upon the completion of reconstruction or repair, the funds for the

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payment of the costs thereof are insufficient, assessments shall be made equally against all of the Lots subject to this Declaration, in sufficient amounts to provide funds for the payment of such costs.

ARTICLE VIII

Regulations of Use

Section 8.01. USE.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

The Lots shall be used for single-family residential use only; and, not more than one (1) single family dwelling shall be built on one (1) Lot. There shall be no “home occupation” (or other similar use) involving the sale of goods and / or services at the dwelling or on the Lot.

Section 8.02. BUILDING DIMENSIONS.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

TRANSCRIPTION NOTE: To improve use and reference, where possible, the building dimension text shown in the Original Declaration and all subsequent Amendments and Supplementary Declarations have been converted into the tables shown below. Included in the tables (extracted from plats on file at the Scott County Clerks Office) are references to street numbers and streets not shown in the Declarations and Supplementary Declarations.

Reference Group – A, Section 2.01

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

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

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

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Street Numbers	Street	Minimum Building Dimensions Living Space
101 – 113	Brant Ct	One Story Building 1650 sq ft Two Story Building 900 sq ft per floor One and one-half Story Building 1650 sq ft combined 1st & 2nd floors Split Level type Building 1650 sq ft for combined floors NOTE: 1988 Amendment eliminates provision allowing for carports.
101 – 115	Canvasback Ct	
100, 102, 104, 106, 108, 110, 112, 114	Eider Ct	
101, 103, 105, 107, 109, 111, 113, 115	Eider Ct	
101, 103, 105	Mallard Point Ct	
109 - 112, 114, 116, 118, 200, 202, 204 – 206, 208, 209	Mallard Point Ct	
100 – 108, 210 – 212	Mallard Point Ct	
186-196, 200, 202, 204, 206	Mallard Point Drive	
208, 210, 217, 219, 221, 301, 303	Mallard Point Drive	
201, 203, 205, 207, 209, 211	Mallard Point Drive	
100 – 111	Pintail Ct	
100 – 105, 107	Puffin Ct	
100 – 111	Teal Ct	
100, 102, 200, 202	Woodduck Lane	
204, 300, 302, 304	Woodduck Lane	
400, 402, 404	Woodduck Lane	
602, 604, 606, 608	Woodduck Lane	
610, 612, 614, 615 – 627	Woodduck Lane	

Reference Groups B, C, D and E, Section 2.01

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

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

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

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Street Numbers	Street	Minimum Building Dimensions Living Space
145, 161	Drake Lane	One Story Building 2000 sq ft
100, 102, 106	Black Duck Drive	
100 – 123	Blue Bill Ct	Two Story Building 1000 sq ft per floor
100 – 110	Bluewing Ct	
100 – 107	Broadbill Ct	
100 – 105, 107	Bufflehead Ct	One and one-half Story Building 2000 sq ft combined 1st & 2nd floors
152, 156, 158, 160, 162, 166, 168, 170	Drake Lane	
126, 130, 132, 134, 136, 138, 140, 142, 144, 146, 150	Drake Lane	Split Level type Building 2400 sq ft for combined floors
111, 112, 115, 116, 118, 120, 124	Drake Lane	
100 – 107, 109, 110	Drake Lane	
100 – 111	Golden Eye	Split Level type Building 2400 sq ft for combined floors
100 – 106, 108 – 110, 112 – 114, 116	Greenwing Ct	
117, 118 – 120, 122 – 128, 130, 132, 134 – 136, 138 – 146	Greenwing Ct	Split Level type Building 2400 sq ft for combined floors
400, 402, 404, 406, 408, 410, 412	Mallard Point Drive	
500 – 508, 511, 513	Mallard Point Drive	Split Level type Building 2400 sq ft for combined floors
100, 101, 103, 105	Merganser Ct	
107	Merganser Ct	Split Level type Building 2400 sq ft for combined floors
102, 104, 106, 108, 110 – 125	Merganser Ct	
100 – 107	Redhead Ct	Split Level type Building 2400 sq ft for combined floors
100 – 108	Ringbill Ct	
100 – 108, 110, 112, 114, 116, 118	Sheldrake Ct	Split Level type Building 2400 sq ft for combined floors
100 – 105, 107 – 113, 115	Shoveler Ct	
100	Shoveler Ct	Split Level type Building 2400 sq ft for combined floors
100 – 106	Spoonbill Ct	
100 – 111	Whistler Ct	Split Level type Building 2400 sq ft for combined floors
100 – 109	Whitewing Ct	
201 – 210	Widgeon Way	Split Level type Building 2400 sq ft for combined floors
100 – 112	Widgeon Way	

Reference Groups G, H, Section 2.01

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

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A residential building shall not be constructed or permitted to remain on any tract unless the same shall have an attached two or more car garage (“attached” being defined as a continuous and integral part of the main dwelling) and the square footage of such garage shall be included as a part of the required amount of living space. There shall be no carports attached or unattached.

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

Street Numbers	Street	Minimum Building Dimensions Living Space
303, 305, 307, 309	Woodduck Lane	<p>Woodduck Fronting Houses</p> <p>One Story Building 2000 sq ft</p> <p>Two Story Building 1000 sq ft per floor</p> <p>One and one-half Story Building 2000 sq ft combined 1st & 2nd floors</p> <p>Split Level type Building 2000 sq ft for combined floors, including basements if finished</p>
401, 403, 405, 407, 409, 501, 503, 505, 507, 603, 605, 607, 609, 611	Woodduck Lane	
100 – 115, 117 – 125	Blackberry Ridge	<p>Blackberry Ridge & Falcon Ct</p> <p>One Story Building 1650 sq ft</p> <p>Two Story Building 825 sq ft per floor</p> <p>One and one-half Story Building 1650 sq ft combined 1st & 2nd floors</p> <p>Split Level type Building 2000 sq ft for combined floors, including basements if finished</p>
100 – 108, 110, 112	Falcon Ct	

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Reference Group I, Section 2.01

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

A residential building shall not be constructed or permitted to remain on any tract unless the same shall have an attached two or more car garage (“attached” being defined as a continuous and integral part of the main dwelling) and the square footage of such garage shall be included as a part of the required amount of living space. There shall be no carports attached or unattached.

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

Street Numbers	Street	Minimum Building Dimensions Living Space
203, 205, 207, 301	Woodduck Lane	<p>Woodduck Fronting Houses</p> <p>One Story Building 1800 sq ft</p> <p>Two Story Building 900 sq ft per floor</p> <p>One and one-half Story Building 1800 sq ft combined 1st & 2nd floors</p> <p>Split Level type Building 1800 sq ft for combined floors, including basements if finished</p>
100 – 111	Doe Ct	<p>Doe Ct Houses</p> <p>One Story Building 1650 sq ft</p> <p>Two Story Building 825 sq ft per floor</p> <p>One and one-half Story Building 1650 sq ft combined 1st & 2nd floors</p> <p>Split Level type Building 1800 sq ft for combined floors, including basements if finished</p>

Section 8.03. CONSTRUCTION PLAN APPROVAL.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

Prior to the beginning of construction of any improvements upon a Lot (defined at the beginning of any excavations, grading or placement of building improvements), including without limitation the construction of any docks, ramps, or similar structures, and prior to any reconstruction and / or repair of damaged improvements thereafter, there shall be submitted to the Developer, in writing, the following:

- (a) Plans, specification (in compliance with all applicable building codes), and elevations, of all buildings or improvements to be constructed, reconstructed, or repaired, including a description of all exterior building and roofing materials;
- (b) Plot plan showing the proposed location and dimensions of all building; driveways, porches, patios and terraces, docks, or other improvements, the approximate location of existing trees, all applicable front, side and rear Lot lines and easements, floor level elevations, and all utility lines of every type (which shall be installed underground from the tap on or connection point to the residence or other approved structure served);
- (c) A plan showing steps which will be taken to prevent erosion and sediment runoff into the lake during the entire period until construction is completed and the Lot sodded and / or seeded;
- (d) A copy of the building permit obtained from the appropriate Scott County authority, with regard to the proposed construction or reconstruction; and, any residential construction upon any Lot to which sewage service lines do not extend shall include a septic system approved by the Scott County Health Department, or any successor to it.

No such construction, reconstruction, and / or repair shall be commenced until the written approval of the Developer of the aforesaid plans and specifications, shall be obtained. Approval of such plans and specifications may be withheld by the Developer (or Association) and modifications demanded as a condition of approval, if the Developer shall determine that the proposed improvements or location(s) of the same violate any provision of this Declaration; or will not match the high standards set by the Developer for the development, or existing within the development, in terms of style and construction materials used; or if the plans concerning erosion and sediment runoff prevention are deemed inadequate. No plans or specifications shall be approved if it shall be determined by the Developer that the proposed construction will be substantially similar to that erected or proposed to be erected (and already approved) on any other Lot within 3 Lots (on either side) of the Lot for which approval is requested, or if the same are inappropriately located or positioned upon the Lot. Further, if after construction of any building or other improvement, any proposed alterations or changes to the building or improvement or plot plan (as previously approved) are desired, the plans for such changes and / or alterations shall be submitted to the Developer in writing, and the Developer shall have the right to approve or disapprove, at its sole discretion, the proposed alterations or changes.

This obligation upon Owners to submit, and the right of the Developer to approve, plans and specification, alterations, or changes hereinabove set forth, shall continue but with the exception that the Board shall have the right to approve or disapprove the same at such time as Developer shall not retain legal title to any Lot subject to this Declaration (whether originally described herein, or subsequently made subject to this Declaration, pursuant to Section 2.02), or at such earlier time as Developer may expressly assign this right to the Association. The approvals of the Developer or Board as provided above shall be valid only if construction, reconstruction, improvement, or repairs are begun in accordance thereto within a reasonable time, but in no event more than one (1) year from the date of such approvals. If construction has not begun within said time, then such approvals shall lapse and reapproval by the Developer or Board, as the case may be, shall be required prior to the beginning of each construction or repair.

Section 8.04. LANDSCAPING.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

For Properties in Groups A, B, C, D, Section 2.01

Upon completion of the construction of building improvements on each Lot, the front, side and rear yards shall be finely graded and seeded, or otherwise similarly planted in full, excepting only driveways, parking areas, sidewalks, walkways, patios, terraces, porches and (when instituted and maintained by the actual residential occupant of the building) garden areas; and, all reasonable steps shall at all times be taken by each Lot Owner to prevent soil erosion from occurring upon his Lot. Further, no substantial number of trees shall be removed or cut (except dead or diseased trees), unless the approval of the Developer is obtained in writing, or the Board approves the same in writing after Developer's approval rights have terminated, as provided in Section 8.03 above.

For Properties in Groups G, H, I, Section 2.01

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

Section 8.05. RESTRICTIONS.

The Association may, from time to time, impose certain restrictions as to the use of the properties and common areas, or abolish, amend, or modify any such restrictions and / or the restrictions herein set forth, but only as provided in Section 9.04 of this Declaration, as amended. The initial specific restrictions and prohibitions applicable to the properties, which may hereafter be abolished, supplemented, modified and / or amended by the Association, as provided in this Section, are as follows:

(a) Fencing

➤ **For Properties in Groups A, B, C, D, Section 2.01**

Lake front erosion control walls constructed of concrete, stone, timbers, brick or pre-engineered block are allowed. No fence shall be constructed along the lake or side boundaries of a lot within fifty (50) feet of the normal pool level (Drake – 928 feet, Mallard – 905 feet, Widgeon – 931 feet). All fencing shall be stone, brick, natural wood or composite materials (i.e. Trex). Wire or chain link fencing are not permitted except for wire guarding which may be used to protect trees / vegetation from animals. No fence shall be more than six (6) feet in height. Barriers around swimming pools, above or below ground, must follow the requirements of Section 3109, "Swimming Pools" of the Kentucky Building Code.

➤ **For Properties in Groups G, H, I, Section 2.01**

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

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Woodduck Lane shall be maintained by the Association. **TRANSCRIPTION NOTE: Developer has removed the fencing along the east side of Woodduck Lane.**

(b) Mobile Homes / Recreational Vehicles No mobile homes, travel trailers, or immobile vehicles shall be permitted on the properties. This shall not be construed to prohibit self propelled recreational vehicles and motor homes from being permitted on the properties, so long as the same are not used while located thereon.

(c) Camping / Use of Lots There shall be no camping on any of the Lots; and, no Lots shall be used for any immoral, offensive, unlawful, or improper purposes(s). Owners, occupants, and users of each Lot shall exercise care to avoid creating unnecessary noise (through the use of loud speakers or amplifiers or otherwise) which may disturb the peace, quiet, and serenity of the Development, or disturb other Lot Owners, occupants, and/or users. No nuisances shall be allowed on any Lot, nor shall any noxious or offensive use, activity or practice be allowed which is a source of annoyance to occupants of other Lots, or which interferes with the peaceful possession or proper use of any other Lot by its occupants, or the proper use of the common areas.

(d) Actions Affecting Liability No person shall use or permit any use of common areas in any manner which would render insurance thereon void or voidable, or result in an increase premium therefore.

(e) Holding Tanks / Laundry No gas, fuel oil, or other holding tanks of any type, or exterior laundry or clotheslines, which are visible from any other Lot, streets, rights of way, dam, park or lake areas, shall be erected, placed, or permitted to remain on any Lot.

(f) Animals No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other household pets, provided such pets are not kept, bred, or maintained for commercial purposes. All such household pets as may be permitted shall be kept within an enclosed area on each Lot and not permitted to run or stray upon any other Lot, or upon any street, right of way, dam, or park or lake areas.

(g) Custom Construction

➤ **For Properties in Groups A, B, C, D, Section 2.01**

There shall be no precut, modular or mobile home built or located upon any lot. All material used in construction of any residential dwelling shall be custom cut on site, with the exception of pre-manufactured roof trusses, pre-hung doors, windows, and other minor structural components. There shall be no exposed block on the exterior of any residence and / or improvements; and, all construction materials to be used will meet or exceed the applicable building code standards of Georgetown-Scott County. Unless otherwise approved by Developer, all exterior colors on any residence or improvements located upon any lot shall be white or earthtones (brown, beige, etc.). No buildings or structures of a temporary character, including, but not limited to, storage huts, trailers, tents, shacks, barns or other such structures shall constructed or permitted to remain upon any lot, unless reasonably necessary during construction, or an may be otherwise approved by the Developer or Association, as provided in this Declaration.

➤ **For Properties in Groups G, H, I, Section 2.01**

There shall be no precut, modular or mobile home built or located upon any lot. All material used in construction of any residential dwelling shall be custom cut on site, with the exception of pre-manufactured roof trusses, pre-hung doors, windows, and other minor structural components unless approved by Developer. There shall be no exposed block on the exterior of any residence and / or improvements. The front of each residence shall have a brick or stone façade and a brick or stone band, a minimum twenty-four (24”) inches in width, along the rear and sides at grade.

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All construction materials to be used will meet or exceed the applicable building code standards of Georgetown-Scott County. Unless otherwise approved by Developer, all exterior colors on any residence or improvements located upon any lot shall be white or earthtones (brown, beige, etc.). No buildings or structures of a temporary character, including, but not limited to, storage huts, trailers, tents, shacks, barns or other such structures shall be constructed or permitted to remain upon any lot, unless reasonably necessary during construction, or an may be otherwise approved by the Developer or Association, as provided in the aforesaid Original Declaration.

(h) Signage No sign of any kind shall be displayed on any Lot except one sign per Lot, not more than four square feet in total surface area, for advertising the property for sale or rent, or identifying the owner thereof. Further, no Owner, occupant, or user of any Lot, or any other person, shall post any advertisements or signs of any kind in and about the Development, except those which may be expressly approved by the Board, in writing. All signs shall be professionally prepared.

(i) Vehicle / Machinery Repairs Due to unsightliness created and possible annoyance to other residents, no dismantling and repairing of motor vehicles, boats or machinery, or parts thereof, of any type, shall be permitted outdoors on the Lots, or streets, rights of way, dam, park, or lake areas.

(j) Building Placement Except as may be otherwise provided herein or by Scott County standards or as specified on any record plat, no buildings or structures of any type or nature shall be erected within any flooding, drainage, or utility easements, or for any common boundary line of any other Lots, or property lines along the streets, rights of way, dam park, or conservation areas, with the exception of approved docks.

Transcription Note: Easement requirements are not the same for all areas of Mallard Point.

➤ **For Properties in Groups A, B, Section 2.01**

Except as may otherwise provided herein, or as specified on any record plat, no buildings or structures of any type or nature shall be erected within any flooding, drainage, or utility easements, or within fifteen (15) feet of any common boundary line of any other Lots, or within thirty (30) feet of any property lines along the streets, rights of way, dam, park, or conservation areas, with the exception of approved docks

➤ **For Properties in Groups C, D, Section 2.01**

Except as may be otherwise provided herein, or as specified on any record plat, no buildings or structures of any type or nature shall be erected within any flooding, drainage, or utility easements, or within twelve (12) feet of any common boundary line of any other Lots, or within thirty (30) feet of any property lines along the streets, rights of way, dams, parks, or conservation areas, with the exception of approved docks.

➤ **For Properties in Groups G, H, I, Section 2.01**

Except as may be otherwise provided herein, or as specified on any record plat, no buildings or structures of any type or nature shall be erected within any flooding, drainage, or utility easements, or within twelve (12) feet of any common boundary line of any other Lots, or within (i) thirty (30) feet of any property line along Woodduck Lane and (ii) twenty-five (25) feet of any property lines along the other streets.

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(k) Docks and Boats All docks must be approved by the President or his/her designated representative(s). Docks shall be constructed of wood or simulated wood (i.e. Trex) and shall be of wood tone color and unpainted. No dock shall have a surface area in excess of 144 square feet, or extend into any lake more than twenty (20) feet from the bank. Smaller surface area may be required under special circumstances. Access ramps shall be similar to docks. Safety railing of the same materials as the docks may be built. There shall be no rope, cable or other swings within 50 feet of the lake. There shall be no houseboats or any boats in excess of sixteen (16) feet allowed on the lakes. No motor larger than 10 H.P. shall be on any boat while on the lake except for boats maintained by the Association for the official use of security and maintenance personnel.

(l) Gardens No gardens may be maintained or crops grown, unless located at least fifteen (15) feet away from any boundary of the Lot and at least fifty (50) feet away from the line marking the 905 foot elevation of the lake, and provided that the same shall not be visible from the streets and rights of way, lake, dam or park areas, or any other Lot.

(m) Dumping No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing which will cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye: nor shall any substance, thing, or material be kept upon any Lot that will emit foul or noxious odors. Garbage and refuse from the properties shall be deposited within cans, screened from view from other Lots, streets, rights of way, dam, park, and lake areas; and, dumping or burning of any trash, waste or debris, of any type whatsoever, with the exception of wood, logs, charcoal, and brush, shall be prohibited upon or within any Lot, streets, rights of way, dam, park, or lake areas.

(n) Parking Vehicles belonging to members of the Association, members of their families, their tenants and guests shall be parked in such manner as to neither impede nor prevent ready access along the streets and rights of way. No tractors or trailers shall be permitted to be parked in any area that may be visible from the streets, rights of way, lake, park areas, or any other Lot. No parking along the streets and rights of way shall be permitted in any manner whatsoever, nor may "pull off" areas be prepared within the rights of ways by any Owner.

(o) Driveways All driveways shall be constructed either of blacktop or concrete and must be completed prior to occupancy of any residential dwelling unit on any Lot.

(p) Lake / Park Access & Use No persons other than Owners of residential Lots in the Mallard Point development, lessee/occupants, and their non-commercial guests or invitees, and members of their families, shall be permitted access to or use of the lake through such Lot. All guests, invitees, and non-resident family members using the lake or park areas must be accompanied by their Owner or lessee/occupant host, or be subject to ejection. All Owners or lessee/occupants of non-lakefront Lots subject to this Declaration, their non-commercial guests or invitees, and members of their families, shall be permitted access to the lake only through designated park areas, and shall not trespass on private lands, developed or undeveloped.

(q) Lake Rights Lakefront Lot Owners shall have the right to control up to fifty (50) of the surface of the lake linearly extending from the 905 elevation boundary of their Lot, or if fifty (50) feet is not available, one half the distance to the other side of the shoreline, but not more than fifty (50) feet. This right shall not be exercised in any manner as to inhibit in any way ingress and egress within any portion of the lake, and no lakefront Lot Owners shall rope or block off, by fence, floatation rope, line, or any other device, in any area of the lake for personal use.

(r) Minerals / Mining No derrick or other structured designed for use of boring for oil or natural gas shall be erected, placed or permitted on any part of any Lot, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or minerals, including coal, or any kind shall be produced or extracted therefrom. There shall be no drilling of any type upon any lot.

(s) Lake Protection / Use There shall be no dumping on any Lot, nor any dumping or discharge of any type or nature whatsoever into the Lake from any Lot, or common area, with the exception of run off rain water only. Except in cases of emergency for combating fire, or as is otherwise provided herein, no water shall be withdrawn from the lake in any manner.

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(t) Antennas No TV or radio antennas over thirty-nine (39) feet high, at their fully extended measurement from ground level shall be permitted; and, all TV and/or radio antennas must be attached to a residence, and be either roof mounted or tower mounted. No detached antennas of any type will be permitted. Further, there shall be no satellite dishes or receiving stations permitted on any Lot. Radio transmitting (short wave, etc.) will be permitted subject to FCC regulations; provided, however, that such transmissions or equipment do not disrupt other TV, radio or telephone reception or transmission within the Development.

(u) Hunting There shall be no hunting, discharging of firearms, B.B. guns, bows, cross-bows, or other projectile weapons within or upon any Lot or common area, except by maintenance and security personnel, in performance of their duties.

(v) Solicitations There shall be no solicitation, (including, without limitation, door to door sales) of any type within the residential area of the Development, except as may be expressly authorized by the Developer or Board.

(w) Swimming Pools No above ground swimming pools shall be constructed, placed, or maintained on any Lot unless the same shall be screened from view from the streets, rights of ways, lake and park areas, and any other Lot. All materials used for such screening shall first be approved by the Board of Directors.

(x) Off Road Vehicles No go-carts, "three wheelers", or "off-road" vehicles of any type shall be driven or operated upon the streets or rights of way or within the designated park or other common areas

(y) Remote Control / Boats There shall be no use of remote control hobby and / or toy boats upon any and all Mallard Point lakes except between the hours of 10:00 a.m. and 7:00 p.m. each day.

(z) Unattended Fishing There shall be no jug fishing, use of trot lines, or any other method of fishing allowed on any and all Mallard Point lakes, that make use of unattended lines

(aa) Enforcement Committee An Enforcement Committee of Association members shall have the authority to investigate reported violations of these Bylaws and Covenants. Membership of the Committee shall be voted upon by the Membership in good standing at the annual meeting. Replacements or additions to the Committee between annual meetings will be by the direction of the Board of Directors. Procedures for enforcement shall be approved by the membership.

(ab) Existing Structures / Situations Any existing structure or situation that existed prior to the adoption and approval of this revision and was allowed by a previously approved covenant or restriction or by a previously approved Board action will be allowed to continue to exist until such time as the structure or situation is replaced, removed or undone. Once replaced, removed or ceased to exist it shall not be reinstated, replace or rebuilt in non-compliance to the current covenants and restrictions.

In the use of his Lot, streets, rights of way, lake and park areas, each Owner, occupant, user, lessee or sublessee of any Lot, or any guest, invitee or licensee thereof, shall obey and abide by all valid laws, ordinances, zoning and other governmental rules and regulations affecting the same, the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and all applicable rules and regulations adopted by the Association. The common areas shall be used only for the furnishing of the services and facilities expressly provided herein, and for which they are reasonably suited.

Section 8.06. OWNERS' / OCCUPANT'S OBLIGATION OF MAINTENANCE AND REPAIR.

Each Owner and all occupants and / or users of any Lot shall be responsible for the care, upkeep, and maintenance of his lot(s); and, each shall perform his responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners and / or occupants.

Each Owner, occupant, and / or user shall promptly report to the Board, or its duly authorized agent, any condition, defect or need for repairs, the responsibility for the remedying of which is the Association's. Each Owner, occupant, and / or user shall reimburse the

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Association for any expenditures incurred in repairing or replacing any common area, facility or improvement, damaged through his fault or negligence, or through that of his agent, employees, invitees, lessees, sublessees, or others who may be acting on his behalf or under his authority. Such reimbursement shall be paid within thirty (30) days of written notice from the Board that such reimbursement is due.

Section 8.07. LEASING OF LOTS.

Any Owner of a Lot may lease said Lot and or the improvements located thereon, provided, that:

- (a) The Owner shall notify the Board of the identity of the lessee, and of all persons authorized to occupy the leased Lot, the effective commencement and ending dates of the lease, and any other information deemed necessary or advisable by the Board;
- (b) Any such lease shall be consistent with, and direct the lessee's (and all other persons using or coming upon the said Lot with lessee's permission) compliance with the provisions of this Declaration, Articles of Incorporation and By-Laws of the Association, and with such rules and regulations as may be promulgated from time to time by the Association; and,
- (c) The Board shall have the power, in the event of continuing violation of the provisions of this Declaration, Articles of Incorporation, Bylaws of the Association, and / or rules and regulations of the Association, to terminate a lease or sublease of any Lot and / or to bring summary proceedings to evict the tenant in the name of the Lessor or Sublessor.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. DURATION.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

The easements, covenants, restrictions, limitations, reservations, obligations and agreements set forth in this Declaration shall run with and bind the land described in Section 2.01 (and such additional lands as may be made subject to this Declaration pursuant to Section 2.02) above, and shall inure to the benefit of and be enforceable by the Developer, Association and / or the Owner of any Lot subject to this Declaration (whether originally described herein, or subsequently made subject to this Declaration, pursuant to Section 2.02), their respective legal representatives, heirs, successors, and assigns, unless changed or amended as herein provided for a term of thirty (30) years, from and after the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless amended as hereinafter provided in Section 9.04.

Section 9.02. 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, postage prepaid, 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 9.03. ENFORCEMENT.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

The provisions of this Declaration, and rules and regulations of the Association, as the same may be from time to time amended, shall be enforceable by the Association, which shall have the right, in common with the Developer and with each Owner of any Lot(s) to individually and / or collectively enforce the same, pursuant to the provisions hereof. Enforcement of the provisions of this Declaration, the Articles of Incorporation and / or Bylaws of the Association, or rules and regulations promulgated by the Association, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to enjoin, restrain, abate, and / or remedy such violation; to recover damages and / or charges from the responsible Owner(s) and or violators, and / or against the land, to enforce any lien created by these covenants; and, failure by the Developer, Association, or any Owner to enforce any of the same shall in no event be deemed a waiver of the right to do so thereafter, which right(s) shall continue undiminished in any manner.

Section 9.04. AMENDMENT.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

Any provisions of these covenants may be amended or changed in whole or in part by the affirmative vote of the holders of fifty-one (51%) percent of the authorized votes of the Association at any regular or special meeting of the Association provided, however, that no instrument of amendment or change shall be effective unless executed and recorded with the Scott County Court Clerk at least thirty (30) days in advance of the effective date of such amendment or change, and unless written notice of the proposed amendment or change is sent to every owner at least thirty (30) days in advance of the meeting at which any such proposed amendment or change is to be considered. Upon adoption of any amendment or change to this or any Supplementary Declaration, the Board shall cause such amendments and / or restated Declarations and Supplementary Declarations to be filed, as it shall determine to be necessary to accurately represent the actions of the Association, and such amendments and / or restated Declaration and Supplementary Declarations shall be binding upon the subject property and persons as provided in Section 9.01, above. Anything in this Declaration to the contrary notwithstanding, amendment or change shall be made in any provisions of Sections 2.02, 5.09, 8.01, 8.02, 8.03, 8.04, 9.01, 9.03, 9.04, 10.01, and 10.02 of this Declaration unless and until the written consent of the Developer has been first obtained; provided, however, that this requirement shall end, at such time as Developer shall own no Lot subject to this Declaration (whether originally described herein; or subsequently made subject to this Declaration pursuant to Section 2.02), or at such time as Developer shall relinquish such right in writing, whichever shall first occur.

Section 9.05. SEVERABILITY.

Invalidation of any one of these covenants or restrictions, or portion thereof, by court order or judgment shall in no way affect any other provisions, or portions thereof, which other provisions and portions shall remain in full force and effect.

Section 9.06. ENTRY ONTO PROPERTIES.

In addition to the rights of access to the properties required for the exercise of the easements hereinbefore granted, the Developer and / or Board, and any contractor or other persons authorized by the Developer and / or Board, may upon giving forty-eight (48) hours prior notice to the Lot Owner (except in cases of emergency, in which event no prior notice shall be required), enter any of the Lots at any reasonable times for the purpose of inspecting such Lot(s), to ascertain whether the Lot Owner is in compliance with the terms and provisions hereof, or to determine whether measures are necessary or desirable to control or exterminate any vermin, insects, or other pests for the purpose of taking such corrective measures as may be reasonably necessary. In case of an emergency, such right of

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entry shall be immediate, whether the Owner or occupant of the Lot is present at the time or not. Any damage to any Lot or the contents thereof, which shall result from any exercise by the Board of its rights access herein above set forth, shall be promptly repaired by and at the expense of the Association and the same restored to its condition immediately prior to such damage.

Section 9.07. WAIVER OF NOTICE.

Whenever any notice whatever is required to be given under the provision of this instrument, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 9.08. INFORMAL ACTION BY ASSOCIATION OR BOARD.

Any action required to be taken at a meeting of the members of the Association, or its Board of Directors, may be taken without such a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Association, or its Board (as the case may be), entitled to vote with respect to the subject matter thereof, whether done before or after the action so taken. Any such consent signed by all members of the Association, or its Board (as the case may be), shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any state, federal or local agency, court, or appropriate filing office for the recording of such documents.

Section 9.09. SUBDIVISION AND CONSOLIDATION OF LOTS.

There shall be no subdivision or consolidation of any Lot or Lots which are subject to this Declaration (whether the same are original, or previously authorized subdivided or consolidated, Lots) unless the subdivision or consolidation of the same shall have been first approved in writing by the Developer (or the Association, after such date as Developer shall retain no fee simple interest in any of the Lots subject to this Declaration, whether originally described herein or made subject hereto pursuant to Section 2.02, or at such time as Developer shall have relinquished such right, whichever shall first occur) and Georgetown – Scott County Planning Commissions. The Developer or Association shall not be required to approve any subdivision or consolidation of any Lot(s), and may withhold approval in its sole and absolute discretion, without liability to any person(s) or entities whatsoever. Anything in the foregoing to the contrary notwithstanding, in no event shall there be a subdivision of any Lot(s) which would result in the existence of a subdivided Lot with a total area of less than one half (1/2) acre. Anything in the foregoing to the contrary notwithstanding, no Lot not serviced by the sewage system serving other Lots in the Development shall be subdivided in any manner whatsoever.

Section 9.10. JOINT DECLARATION BY ASSOCIATION.

MALLARD POINT OWNERS ASSOCIATION, INC. joins in this Declaration for the purpose of consenting to, and agreeing to perform, the duties and obligations imposed upon the Association by this Declaration.

Section 9.11. LAKE REFERENCES.

Anything in this Declaration to the contrary notwithstanding, all references to the lake and lake areas in this Declaration shall, unless otherwise required by the context hereof, refer to and apply to each and every lake within the area subject to this Declaration and within any additional property subsequently made subject hereto pursuant to the provisions of Section 2.02, above; and, all references to the normal pool of the lake shall refer to the respective normal pools of each such lake.

ARTICLE X

RESERVATION OF RIGHTS BY DEVELOPER

Section 10.01. RESERVATION OF RIGHTS BY DEVELOPER.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

Anything in this Declaration to the contrary notwithstanding, Developer reserves unto itself, and its authorized successors and assigns, the sole, exclusive, and unrestricted rights (without being obligated to exercise the same) to:

- (a) Approve or deny approval with regard to plans and specifications for any improvements to be erected upon any of the properties;
- (b) Grant easements to public utilities and others within, over, and upon the streets, rights of way, dam, lake and park areas, and any Lots owned by Developer;
- (c) Dedicate the streets, rights of way, and any adjoining park areas (or portions thereof) to public use;
- (d) Erect and maintain conspicuous signs (of such dimensions as it shall desire) in front of any Lot or Lots which it is advertising for sale, along the U.S. Highway 25 frontage of the Development, and / or along the streets and rights of way so long as Developer shall be the Owner of any such Lot(s);
- (e) Do and perform such acts relating to the development of the properties, streets, rights of way, lake, and park areas, at it may deem expedient, in its sole and absolute discretion, and / or as may be required by any governmental entity having jurisdiction over said properties, street, rights of way, dam, lake and park areas; and,
- (f) Develop, improve, market, sell, and retain other lands adjoining the real property subject to this Declaration, and to grant rights to the use of the streets, rights of way, and designated park and lake areas to such others as it may, in its sole and absolute discretion, determine; the easements and rights of use and enjoyment in the streets, rights of way, and designated park, and lake areas granted herein being to such extent nonexclusive.

The provisions of this Article shall not be altered or amended in any manner whatsoever without the prior written consent of the Developer, or its duly authorized successors and assigns; provided, however, the rights hereinabove reserved to Developer shall end at such time as Developer shall own less than Twenty (20%) percent of the Lots subject to this Declaration, whether originally designated herein or hereafter made subject to this Declaration as provided in Section 2.02, above, or Seven (7) years from the date of the last addition of property made subject to this Declaration pursuant to the provisions of Section 2.02, above, whichever shall last occur. The Owners, occupants, Association and / or Board shall not in any way interfere with Developer's completion, development, improvement, and sale of Lots within any Phase of the MALLARD POINT DEVELOPMENT or of surrounding and / or adjoining lands; and, anything in this Declaration to the contrary notwithstanding, the Developer may make such use of unsold Lots, lake, dam, par and other common areas, as may facilitate the development, completion and sale of such other Phases (and Lots therein) together with such other surrounding and / or adjoining lands, including but not limited to the maintenance of sales offices, the showing of the property, and prominent display of signs.

Section 10.02. TITLE TO COMMON PROPERTIES.

TRANSCRIPTION NOTE: THIS SECTION CAN NOT BE AMENDED, CHANGED OR DELETED WITHOUT DEVELOPER APPROVAL.

Despite the fact that the Association shall be responsible for maintenance and repair of the same, the Developer may retain legal title to the common areas, including without limitation the streets, rights of way, dam and designated park and lake areas; provide, however, the Developer hereby covenants that it will convey legal title to the common properties to the Association not later than at such time as it no longer retains legal title to more than Twenty (20%) percent of the Lots subject to this Declaration (whether originally described herein, or subsequently made subject to this Declaration pursuant to Section 2.02), or Seven (7) years from the date of the last addition of property made subject to this Declaration pursuant to the provisions of Section 2.02, above, whichever shall last occur. The Developer shall have the right to transfer legal title to all or any part of the common properties to the Association prior to such time. Whenever the Developer conveys legal title to all or part of the common properties to the Association, the Association shall accept such legal title and assume sole control of the com properties so conveyed.

IN WITNESS WHEREOF, MARIC DEVELOPMENT CORPORATION and MALLARD POINT OWNERS ASSOCIATION, INC. have caused this Declaration to be executed by duly authorized Officers, on this the day and year first above written.

TRANSCRIPTION NOTE # 1: Signatures and filing information shown in the original documents are not reproduced in this reference document.

TRANSCRIPTION NOTE # 2: Shown below in chronological order are Amendments or Supplementary Declarations which are not section specific or which apply to multiple sections of the declaration.

Declaration of Amendment to Declaration of Easements, Covenants and Restrictions Applicable to Units 2 and 3, Inclusive of Phase I Dated July 3, 1988

Transcription Note: Based on the amendments made the following were redundant and deleted.

Deletes: Paragraph 2 and Paragraph 4 contained in Supplementary Declaration Dated July 15, 1986 Applicable to Unit 1 of Phase II and Supplementary Declaration Dated July 14, 1987 Applicable to Unit 2 of Phase II.

Section 2.01

Supplementary Declaration Dated June 19, 1990 Applicable to Unit 2A of Phase II

Adds the following lots to the Declaration: Lots 1 and 2 in Unit 2A of Phase II.

Transcription Note: These lots were not a part of the Mallard Point Original Development plan. This action attached these lots to the Development, paying full dues, and enjoy full membership as if originally planned. Name deleted for privacy reasons.

Paragraph 2. There shall be no access whatsoever, now or at any future time, to or from either of the Lots from or through any portion of the remaining **Name Deleted** property from which the above mentions Lots have been subdivided, unless such access shall be first approved in writing by DEVELOPER. Unless otherwise agreed in writing by DEVELOPER, the only access to and from the above described Lots shall be through the access easement to each Lot described on the above mention Plat thereof.

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Supplementary Declaration of Easements, Covenants and Restriction Applicable to the Mallard Point Subdivision, Approval of Addition, and Notice of Assignment Dated June 16, 1997

Adds: 0.145 acre tract or parcel of land lying on the West side of Mallard Point Drive, in Mallard Point Development.

Supplementary Declaration of Amendment Dated March 21, 2000 Applicable to Unit 5, Phase 1

Supplementary Declaration of Amendment Dated October 2, 2000 Applicable to Unit 5, Phase 1

Supplementary Declaration of Amendment Dated June 6, 2007 Applicable to Unit 5, Phase 1

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

ATTACHMENT #1

CHRONOLOGICAL LISTING OF LEGAL DOCUMENTS GOVERNING MALLARD POINT OWNERS ASSOCIATION

		Title	Short Description	Filed
1	Jul 15, 1985	Articles of Incorporation Of Mallard Point Owners Association, Inc.	Original document	Office of Kentucky Secretary of State, Fayette County, Book 129 Pages 289-297
2	Jul 18, 1985	Bylaws Of Mallard Point Owners Association, Inc. a Kentucky non-profit corporation	Original document	Adopted by Initial Board of Directors, as required by Article X on the Articles of Incorporation
3	Jul 18, 1985	Declaration of Easements, Covenants And Restrictions Applicable to Units 2 and 3, Inclusive of Phase I Of The Mallard Point Subdivision	Original document	Scott County, Book 162 Page 383-400, Scott County Plat Sheets 380-390
4	Jul 15, 1986	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit I of Phase II Of The Mallard Point Subdivision And Approval Of Addition	Add Unit 1, Phase II	Scott County, Book 166 Page 428-431, Plat Sheets 436-442
5	Jul 14, 1987	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit 2 of Phase II Of The Mallard Point Subdivision And Approval Of Addition	Add Unit 2, Phase II	Scott County, Book 171 Page 357-359, Plat Sheets 541-544
6	Nov 24, 1987	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit I of Phase III Of The Mallard Point Subdivision And Approval Of Addition	Add Unit 1, Phase III	Scott County, Book 2 Page 492-495, Plat Sheets 592-593
7	Jul 3, 1988	Declaration Of Amendment To Declaration of Easements, Covenants And Restrictions Applicable to Units 2 and 3, Inclusive of Phase I Of The Mallard Point Subdivision And Supplementary Declarations and Approvals of Additions and Developer's Approval Of Amendments	Restrictions apply to all Units / Phases	Scott County, Book 3 Page 561-568
8	Jul 3, 1988	Amendments to Articles of Incorporation and Bylaws	Amends voting and meeting req.	Office of Kentucky Secretary of State
9	Jan 25, 1990	Second Declaration Of Amendment To Declaration of Easements, Covenants And Restrictions Applicable to Units 2 and 3, Inclusive of Phase I Of The Mallard Point Subdivision And Supplementary Declarations and Approvals of Additions and Developer's Approval Of Amendments	Amends certain Bylaws and restrictions	Scott County, Book 5 Page 283-285
10	Jun 19, 1990	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit 2A of Phase II Of The Mallard Point Subdivision And Approval Of Addition	Add Lots 1 & 2 in Unit 2A, Phase II	Scott County, Book 4 Page 489-491, Plat Sheet 904
11	Jun 16, 1997	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to The Mallard Point Subdivision, Approval Of Addition, And Notice Of Assignment	Add 0.145 acre tract west of Mallard Point Dr	Scott County, Book 224 Page 741-743
12	Mar 21, 2000	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit 5 of Phase I Of The Mallard Point Subdivision And Approval Of Addition	Add Lots 17-20 in Unit 5, Phase 1	Scott County, Book 16 Page 130-135, Plat Slide 2289
13	Oct 2, 2000	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit 5 of Phase I Of The Mallard Point Subdivision And Approval Of Addition	Add Lots 21-64 & Lots 93-97 in Unit 5, Phase 1	Scott County, Book 16 Page 773-778, Plat Slide 2398
14	Jun 6, 2007	Supplementary Declaration of Easements, Covenants And Restrictions Applicable to Unit 5 of Phase I Of The Mallard Point Subdivision And Approval Of Addition	Add Lots 1 – 16 in Unit 5, Phase 1	Scott County, Book 28 Page 360-365, Plat Slides 9 and 318
15	November, 12 2013	Third Declaration of Amendment to Declaration of Easements, Covenants and Restrictions and Supplemental Amendment to Bylaws	Amends certain Bylaws and restrictions	Scott County, Book MC-38, Pages 134-137

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ATTACHMENT # 2



QUICK GUIDE TO THE MALLARD POINT OWNERS ASSOCIATION'S

CONSOLIDATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

Section	Title	Short Description
	Article I	Definitions
1.01	Association	Mallard Point Owner's Association, Inc. (MPOA) pursuant to the provisions of KRS 273
1.02	Lots	The Declaration covers all current lots, consolidated or re-subdivided lots, and future expansion of the Mallard Point development
1.03	Owner	The owner of record in any lot bound by the MPOA Governing Documents
1.04	Member	All Owners are Members of MPOA
1.05	Property	Defines Property(ies) as current and future Lots pursuant to this Declaration
1.06	Streets, Right of Way	Street(s) and right(s) of way are shown on final record plat(s)
1.07	Common Areas	Common Areas are for common use and benefit of Owners, subject to this Declaration
	Article II	Description of Property
2.01	Existing Property	NOTE: This section shows all properties subject to the Declaration, by legal and street address and updates of additional areas when established in Supplemental Declarations.
2.02	Additions to Existing Property	Declaration applies to all current and future properties. Developer may add additional properties.
	Article III	Membership and Voting Rights in the Association and Administration by Board
3.01	Membership	Establishes requirements for being a "Member" of the Association. Every Owner of record shall be a "Member" of the Association.
3.02	Voting Rights	Members are eligible to vote (one vote / lot) and/or be elected an Officer / Board Member only if current in payment of all assessments, debts or obligations to the Association.
3.03	Quorum For Association Action	Establishes "Quorum" required of ten (10%) percent of all votes of the membership. The affirmative vote of not less than fifty-one (51%) percent shall be the act of the Association. Further establishes voting in person or by proxy.
3.04	Management by Board of Directors	The "Board" manages Association duties / business in accordance with the Declaration, Articles of Incorporation and Bylaws of the Association (MPOA Governing Documents)
	Article IV	Easements and Property Rights
4.01 (a-e)	Easements and Property Rights	Establishes right to use streets / easements and common areas and the criteria by which ownership of such areas may be transferred
	Article V	Duties of the Association
5.01	Compliance With Provisions of Declaration	All owners, tenants and authorized users agree to comply with the MPOA Governing Documents. Non-compliance may result in actions against the violator(s)
5.02 (a-h)	Duties	Association's responsibility is to promote health, safety and welfare of Owners and enforce all provisions of this Declaration.
5.03	Further Duties of Association	The Association keeps a record of properties and charges (dues) and regular assessments (dues), special assessments and charges on them. An Owner may inspect this record and can

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		request confirmation of payment. Note: Currently there are no special assessments.
5.04	Regulatory Power / Adoption Procedure for Rules / Regulations	Association may adapt and amend rules and regulations provided thirty (30) days advanced written notice is given prior to voting on proposed changes / amendments. Such changes cannot be discriminatory (unless related to natural conditions on a Lot not common to other Lots). Developer rights may not be limited or diminished
5.05	Treasurer	Establishes an elected Treasurer and defines duties and responsibilities. Treasurer shall be “bondable” at the expense of the Association.
5.06	Annual Accounting	Establishes the accounting calendar, use of good accounting practices and required external annual audit. Also provides that the audit report is available to members upon written request
5.07	Indemnification of Board / Officers	Association Officers and Board members are indemnified and that indemnification costs are Association expenses. Indemnification excludes willful nonfeasance. Cost of insurance shall be deemed a common expense of the Association.
5.08	Alterations / Additions / Improvements	Requires Board to receive Association approval for expenditures in excess of \$10,000.00, establishes that Owners can be assessed costs as charges and that the Board may authorize expenditures of less than \$10,000.00 dollars without Association approval and that these costs will be common expenses to the Association
5.09	Further Rights of Association	The Association may lower lake levels, sell water or drain lakes if needed for maintenance or emergency situations.
	Article VI	Covenant for Maintenance Assessments
6.01	Creation of Lien and Personal Obligation	Owners are obligated to pay regular assessments, special assessments and other charges / assessments as provided for in Declaration. Unpaid assessments, interest penalties, and collection cost shall be a continuing lien upon a lot until paid in full. Note: Current Assessment is \$180/qtr.
6.02	Regular Assessments	Typical costs and expenses are funded by regular assessments
6.03	Basis of Maximum Regular Assessments	Establishes basis for annual budget, its approval by the Association and that the budget is equally divided and assessed against each Lot. Further establishes assessment dues on at least a quarterly basis. Note: Current Assessments are levied Quarterly.
6.04	Notification of Regular Assessments	Owners are notified of regular assessment amount and upon written request receive a copy of the budget Note: Proposed budgets are presented at the Annual Meeting.
6.05	Payment of Regular Assessments	Establishes when Assessments are due and provides for distribution of Budget on which assessments are based upon written request.
6.06	Payment of Lien After Transfer	Establishes payment of liens against a Lot upon voluntary sale or transfer of property. Further defines lien liability for involuntary sales through foreclosure.
6.07	Charges For Breach	Liens may also be used for breeches of the MPOA Governing Documents and may also include charges such as court costs and attorney fees
6.08	Effect of Non-Payment – Assessments / Charges	Establishes Association’s action which may be taken against Lot Owners for non-payment of assessments / charges. Five (\$5) per month will be charged for each month late. Assessments more than 30 days delinquent are subject to legal action. Further establishes requirement for written notification of delinquency and payment within 10 days and may require succeeding twelve (12) months assessments from Lot owner.
6.09	Subordination of Lien to Mortgages	Establishes prioritization and subordination of Association liens against a Lot.
	Article VII	Insurance
7.01 (a-c)	Public Liability Insurance	Establishes minimum insurance coverage and amounts that must be maintained, that insurance costs are common expenses and that the Board with sole discretion may adjust coverage amounts taking into consideration inflation, improvements made, changes to values / responsibilities / duties and / or liability exposure
7.02 (a-c)	Limitations	Requires that provisions regarding coverage and cancellation / modification of policies must be included in any insurance obtained by the Association
7.03	Assessments If Insurance Is Inadequate	Defines Board actions to be taken in the event of damage to property that Association has responsibility for and provides that special assessments will be made in the event that insurance proceeds are not sufficient to cover costs
	Article VIII	Regulations of Use
8.01	Regulations Of Use	Lots may only be used for single family residential dwelling, “home occupations” are prohibited

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8.02	Building Dimensions	Defines minimum building dimension square footage requirements. NOTE: These requirements change for different sections of the Mallard Point Development. They also vary based on architectural type (i.e. One Story, Two Story, One and one-half Story, or Split Level).
8.03 (a-d)	Construction Plan Approval	Owner must obtain approval prior to construction, reconstruction, repair of damaged or improvements with plans / drawings / specifications / permits that are required to be submitted
8.04	Landscaping	Establishes post construction landscaping requirements. NOTE: These requirements change for different sections of the Mallard Point Development.
8.05	Restrictions	This section contains restrictions regarding use of properties and common areas and that these restrictions may be added, amended, removed or supplemented by Association vote
8.05(a)	Fencing	Places restrictions on location / height of fencing / stone walls and defines permissible types of fencing / stone walls. NOTE: These requirements change for different sections of the Mallard Point Development.
8.05(b)	Mobile Homes / Recreational Vehicles	Prohibits presence of mobile homes and other non-motorized vehicles on Lots, motorized recreational vehicles are permitted but may not be used as living space
8.05(c)	Camping / Use of Lots	Camping on Lots is prohibited. No lot may be used in such a manner as to be an annoyance to, be offensive to or interfere with peace / use of other Lots or common areas
8.05(d)	Actions Affecting Liability	Prohibits any activity which may void insurance or increase insurance premiums
8.05(e)	Holding tanks / Laundry	Prohibits placement or erection of gas / oil or other holding tanks and laundry / clotheslines
8.05(f)	Animals	Prohibits farm animals or commercial breeding, household pets are allowed provided such pets are not kept for breeding. All pets shall be kept on each lot and not permitted to run or stay upon any other lot.
8.05(g)	Custom Construction	Prohibits building any pre-cut or modular homes on any Lot, restricts presence of any temporary structures, defines permissible exterior colors and requires all buildings to be in compliance with applicable county regulations. NOTE: These requirements change for different sections of the Mallard Point Development.
8.05(h)	Signage	Restrictions on size and type of signs permitted on Lots. One (1) sign no more than four square feet in area is permitted for advertizing a property for sale or rent.
8.05(i)	Vehicle / Machinery Repairs	Prohibits outdoor dismantling or repair of vehicles / boats or other machinery
8.05(j)	Building Placement	Places easement on building locations relative to flooding areas, drainage, utility easement, common boundary lines, streets, rights of way and other common areas. NOTE: These requirements change for different sections of the Mallard Point Development.
8.05(k)	Docks and Boats	Places restrictions on location / size (144 square feet) / materials (wood or simulated wood like Trex) / design (wood tone or unpainted) of docks / ramps, restricts boat (16 feet) and boat motor size (no larger than 10 HP).
8.05(l)	Gardens	Places restrictions on location of gardens, at least 15 feet from lot boundary, 50 feet from lake and not visible from street, right of ways, lake, dam, park area or any other Lot.
8.05(m)	Dumping	Prohibits any type of dumping including storage of any materials which may be untidy or emit noxious or foul odors, requires use of cans for garbage / refuse and restricts what materials may be burned
8.05(n)	Parking	Places restrictions on roadway parking, prohibits parking of tractors / trailers on streets, “pull-offs” are not permitted within rights of way
8.05(o)	Driveways	Concrete or blacktop are the acceptable driveway materials. Driveways must to be completed prior to occupancy
8.05(p)	Lake / Park Access & Use	Defines who has access to and use of lakes / park areas, establishes that unauthorized individuals may be ejected from property. Non-lakefront owners can only access lake through designated areas
8.05(q)	Lake Rights	Defines rights / restrictions of lakefront lot owners
8.05(r)	Minerals / Mining	Prohibits any mining / drilling / extraction of minerals / coal / hydrocarbons. There shall be no drilling of any type upon any Lot.
8.05(s)	Lake Protection / Use	Prohibits the dumping or discharge of any nature other than rainwater runoff into the lakes. Lake water may not be used for any purpose other than emergency fire fights or as otherwise provided in the Declaration

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8.05(t)	Antennas	Places restrictions on types / size / location of antennas
8.05(u)	Hunting	Prohibits hunting and discharge of firearms / B.B. guns / bows / cross bows
8.05(v)	Solicitations	Solicitations including door to door sales are prohibited unless approved by the Board
8.05(w)	Swimming Pools	Places restrictions location of swimming pools and requires Board approval on materials used
8.05(x)	Off Road Vehicles	Prohibits use of such vehicles on streets / rights of way, designated parks and common areas, exceptions may be approved by the Board. This includes go-carts, three-wheelers or off road vehicles of any type.
8.05(y)	Remote Control / Boats	Restricts hours of use on lakes 10:00 a.m. to 07:00 p.m.
8.05(z)	Unattended Fishing	Prohibits use certain fishing devices (such as jug fishing, trot lines or unattended lines)
8.05(aa)	Enforcement Committee	Establishes Enforcement Committee to investigate reported violations
8.05(ab)	Existing Structures / Situations	Provides allowances for existing structures / situations when changes are made to the Declaration of Easements, Covenants and Restrictions or if previously approved by the Developer or Board
8.06	Obligation of Maintenance and Repair	Requires that reasonable care / upkeep / maintenance of Lot(s) be done, that owners / occupants / users must notify the Association of damage done to common areas and that the Association will be reimbursed for repair or replacement costs
8.07	Leasing of Lots	Permits an Owner to lease a Lot and improvements on it, requires owner to identify the lessee and certain other details
8.07(a)	Owner	Requires Owner to notify the Board of a lease and certain information regarding the lease
8.07(b)	Lessee	Requires the Lessee and all those authorized by the Lessee to be present or use the Lot to comply with the Declaration, Articles of Incorporation and Bylaws of the Association
8.07(c)	Board	Authorizes the Board, in the event of continuing violations by the Lessee, to terminate the lease and / or bring action to evict the Lessee
	<i>Article IX</i>	<i>General Provisions</i>
9.01	Duration	Defines length of time that the Declaration remains in effect unless amended
9.02	Notices	Postage paid mailings to an Owner / Member's last known address is the authorized means of conveying Association notices
9.03	Enforcement	Provides that enforcement of provisions in the Declaration, Articles of Incorporation and Bylaws of the Association may be made individually or collectively by the Association, Developer and Owner(s), failure to enforce any provision does not prohibit future enforcement
9.04	Amendment	Defines notification requirements for proposed changes to the Declaration, the % of affirmative votes required to approve such changes and prohibits any changes being made to certain Sections without written approval by the Developer
9.05	Severability	If a Section or a portion of a Section is invalidated by court order or judgment, the remaining portion of that Section and all other Sections remain in effect
9.06	Entry Onto Properties	Authorizes the Developer and / or Board the right to enter Lots at reasonable times provided a 48 hour prior notice is given (emergency situations do not require any prior notice), provides criteria for right of entry and actions which may be taken, requires the Association to repair and restore any damage that resulted from the Board's exercising their right of entry
9.07	Waiver Of Notice	Person(s) entitled to receive a notice may, in writing, waive their right to such notice and this is equivalent to notice having been given
9.08	Informal Action By Association Or Board	Provision is made that if an action is required to be taken at an Association meeting (or at a Board meeting as the case may be) that such action may be taken and be valid without holding a meeting if all Association members (or Board members in the case of a board meeting) eligible to vote give written consent
9.09	Subdivision And Consolidation of Lots	Any subdivision or consolidation of lots must be approved by Developer or the Association (if the Developer no longer holds fee simple Lot(s) or relinquishes approval rights). The Georgetown – Scott Count Planning Commissions, prohibits any subdivided lot from being less than ½ acre and prohibits any subdivision unless serviced by the sewer system
9.10	Joint Declaration By Association	Association agrees to the Declaration and to perform the required duties and obligations required in it
9.11	Lake References	The individual Mallard Point lakes are collectively called "lakes" in the Declaration
	<i>Article X</i>	<i>Reservation of Rights By Developer</i>
10.01	Reservation of Rights By Developer	Developer reserves to itself and to authorized successors certain sole, exclusive and unrestricted rights to exercise them as it elects

This Quick Guide to the Consolidated Declaration of Easements, Covenants and Restrictions is NOT a Legal document.

10.01(a)	Approvals	Developer may approve or disapprove plans and specifications for any improvements to be erected
10.01(b)	Easements	Developer may grant easements
10.01(c)	Public Use	Developer may dedicate streets, rights of way and any adjoining park areas to public use
10.01(d)	Signage	Developer may erect conspicuous sized (as is desired) signs on along U.S. Highway 25 frontage, streets, rights of ways and in front of any lots it owns
10.01(e)	Development Actions	Developer may perform any acts it feels appropriate related to the development of lots, streets, rights of way, lake and park areas or as required by governmental entities
10.01(f)	Other Lands	Developer may develop, improve, sell or retain adjoining lands and grant access to the streets, rights of way and designated park and lake areas
10.02	Title To Common Properties	Developer retains legal ownership of streets, rights of way, dam and designated park and lake areas until specified conditions are met at which time ownership transfers to the Association, during the interim the Association assumes responsibility for maintenance and repair of same. Note: Ownership of MPOA streets has been transferred to Scott County. Ownership of the lakes, dams and common areas were deeded to MPOA in May, 2013.

ATTACHMENT # 3

CONSOLIDATED LISTING OF STREET NUMBERS / STREET NAMES / PLAT INFORMATION WITH CROSS REFERENCE TO GROUPS SHOWN IN SECTION 2.01

			Ref	
Street Numbers	Street	Group	Plat #	Cab #
Original Site Plan		Plat Index 00	Plat Index 00	NA
100, 102, 106	Black Duck Drive	B	437	1
100 – 115, 117 – 125	Blackberry Ridge	H	2477	6
100 – 123	Blue Bill Ct	B	439	1
100 – 110	Bluewing Ct	C	542	2
101 – 113	Brant Ct	A	387	1
100 – 107	Broadbill Ct	C	541	2
100 – 105, 107	Bufflehead Ct	B	440	1
101 – 115	Canvasback Ct	A	388	1
100 – 111	Doe Ct	I	318	9
145, 161	Drake Lane	E	904	3
152, 156, 158, 160, 162, 166, 168, 170	Drake Lane	C	541	2
126, 130, 132, 134, 136, 138, 140, 142, 144, 146, 150	Drake Lane	C	542	2
111, 112, 115, 116, 118, 120, 124	Drake Lane	C	543	2
100 – 107, 109, 110	Drake Lane	C	544	2
100, 102, 104, 106, 108, 110, 112, 114	Eider Ct	A	386	1
101, 103, 105, 107, 109, 111, 113, 115	Eider Ct	A	387	1
100 – 108, 110, 112	Falcon Ct	H	2477	6
100 – 111	Golden Eye	C	544	2
100 – 106, 108 – 110, 112 – 114, 116	Greenwing Ct	D	702	2
117, 118 – 120, 122 – 128, 130, 132, 134 – 136, 138 – 146	Greenwing Ct	D	703	2
101, 103, 105	Mallard Point Ct	A	382	1
109 - 112, 114, 116, 118, 200, 202, 204 – 206, 208, 209	Mallard Point Ct	A	384	1
100 – 108, 210 – 212	Mallard Point Ct	A	383	1
186-196, 200, 202, 204, 206	Mallard Point Drive	A	382	1
208, 210, 217, 219, 221, 301, 303	Mallard Point Drive	A	383	1
201, 203, 205, 207, 209, 211	Mallard Point Drive	A	385	1
400, 402, 404, 406, 408, 410, 412	Mallard Point Drive	B	437	1
500 – 508, 511, 513	Mallard Point Drive	B	440	1
100, 101, 103, 105	Merganser Ct	B	440	1
107	Merganser Ct	B	441	1
102, 104, 106, 108, 110 - 125	Merganser Ct	B	442	1
100 – 111	Pintail Ct	A	386	1

100 – 105, 107	Puffin Ct	A	384	1
100 – 107	Redhead Ct	D	703	2
100 – 108	Ringbill Ct	C	541	2
100 – 108, 110, 112, 114, 116, 118	Sheldrake Ct	B	441	1
100 – 105, 107 – 113, 115	Shoveler Ct	B	441	1
100	Shoveler Ct	B	442	1
100 – 106	Spoonbill Ct	C	542	2
100 – 111	Teal Ct	A	385	1
100 – 111	Whistler Ct	C	543	2
100 – 109	Whitewing Ct	C	543	2
201 – 210	Widgeon Way	B	437	1
100 – 112	Widgeon Way	B	438	1
100, 102, 200, 202	Woodduck Lane	A	385	1
204, 300, 302, 304	Woodduck Lane	A	386	1
400, 402, 404	Woodduck Lane	A	387	1
602, 604, 606, 608	Woodduck Lane	A	388	1
610, 612, 614, 615 – 627	Woodduck Lane	A	389	1
303, 305, 307, 309	Woodduck Lane	G	2289	6
401, 403, 405, 407, 409, 501, 503, 505, 507, 603, 605, 607, 609, 611	Woodduck Lane	H	2477	6
203, 205, 207, 301	Woodduck Lane	I	318	9