

Mallard Pointe Restrictions

SECTION FIVE

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MALLARD POINTE SECTION FIVE.

THE UNDERSIGNED BEING THE DEVELOPER OF ALL LOTS IN MALLARD POINTE, SECTION FIVE (BEING LOTS 500-530, INCLUSIVE) A PLAT OF WHICH IS RECORDED IN PLAT CABINET 4, SLIDE 87. ALL PLATS ARE RECORDED AT THE BULLITT COUNTY CLERKS OFFICE, SHEPHERDSVILLE, KENTUCKY.

DO HEREBY ADOPT THE FOLLOWING RESTRICTIONS:

- 1- Minimum Dwelling Size:
 - (A) The entire living area of all one-story residences must contain a minimum of 1,100 sq ft of living space, exclusive of the garage and basement.
 - (B) The entire living area of all one and a half story residences must contain a minimum of 1,300 sq ft of living space, exclusive of the garage and basement.
 - (C) The entire living area of all two story and split-level residences must contain a minimum of 1,500 sq ft of living space, exclusive of the garage and basement.
 - (D) Finished basement areas, garages, and open porches are not included in computing floor areas.
- 2- All homes must be approved by the developer prior to construction.
- 3- The exterior material for the home must be approved by the Developer, prior to construction. **The homes will be comprised primarily of brick, stone, or vinyl siding, or a combination of the same.** Notwithstanding anything to the contrary, the Developer understands that different exteriors are suitable on some plans and **reserves the right to approve all types of exterior coverings.**
- 4- All driveways shall be concrete or asphalt and shall be complete prior to occupancy.
- 5- The builder shall construct a city sidewalk that will run adjacent to the street and shall be approx. 48 inches in width and 4 inches in depth.
- 6- No mobile homes, trailers, tents, shacks, garages, or any other outbuilding shall be constructed or parked on any lot, and used as living quarters.
- 7- No mobile homes or pre-fabricated homes shall be allowed.
- 8- All homes shall be constructed on crawl space or a slab.

- 9- If detached garages are constructed, the front of the garage and any part facing the road, shall be of the same material as the home. All materials must be approved, BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION, prior to construction.
- 10- No commercial business can be conducted at any residence.
- 11- The front yard shall be sod (excluding additional width lots, due to drainage swales or excess width lots) or by another suitable method that is approved by the developer. The side and rear yard may be sowed in seed. Weather allowing, this shall be complete prior to occupancy.
- 12- All homes are to be built on the building line, unless written permission is obtained from the developer. No buildings shall be constructed in drainage easements.
- 13- All homes shall be set in accordance to Planning and Zoning regulations and also observing all easements. There shall be one single family residence per lot. There shall be no further division of lots, without written approval from the Developer. The Developer reserves the right to use a lot for access to additional properties and future sections. The Developer reserves the right to incorporate additional sections in the future.
- 14- All homes shall be complete within one year from start of construction.
- 15- No inoperative cars, trucks, tractors, or any other inoperative vehicle shall be allowed on said premises more than seven days. No heavy equipment or commercial tractor and trailers shall be permitted, with exception to vehicles loading or unloading for purposes of improvement or further development of the subdivision.
- 16- No all-terrain vehicle, dirt bike, off-road vehicle of any kind, but not limited to all-terrain vehicle or motorcycle or ultra-light airplane, shall be operated on any lot at any time.
- 17- Fences shall either be black chain link, vinyl, or pressure treated wood. Fences shall be in the backyard only, starting at the back corner of the house (Unless a variance is approved in writing by the Developer). The location of all fences, the materials, and the construction method of said fences, SHALL BE APPROVED BY THE DEVELOPER OR HOMEOWNERS ASSOCIATION, prior to constructing. Fences cannot be put in drainage ditches and cannot be placed in any fashion that would restrict water flow. Fences shall not exceed 72" in height. Any lots that back up to a lake will be limited to the type of fence that can back up to the lake. The Developer will attempt to maintain some type of consistency in location and type of fencing along the lakes.
- 18- Prior to occupancy, weather permitting, all builders and/or owners shall landscape the front of their home.
- 19- All finish grading shall be done in a manner that all water will drain towards the street and/or rear yard ditches.

- 20- All yards shall be properly maintained. It shall be the duty of each lot owner to keep grass on the property cut, to keep the lot free of weeds and rubbish, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the HOMEOWNERS ASSOCIATION may take such action as it seems appropriate, including mowing, lot clean up, etc, in order to make the lot neat and attractive. The owner shall immediately upon demand, reimburse the Homeowners Association for all costs expended.
- 21- All garbage shall be collected at least once a week. No garbage can or receptacle of any kind shall be stored in such a way to be visible from the front of the residence, with the exception of the day of collection. This would exclude waste receptacles used during the construction of the home.
- 22- No outside clothesline shall be erected or placed on any lot.
- 23- No antennae, except for a standard small television antennae, shall be erected or placed on any lot, unless its design and placement are approved by the Developer or his assignee, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.
- 24- Satellite dishes must be 24 inches or smaller in diameter. Placement of said dish must be in the rear of the home, not visible from the front of the home.
- 25- No basketball goal or backboard, permanent or temporary, or any other type of sports equipment of similar nature, shall be placed past the city sidewalks, in the right of way, or in the streets.
- 26- No animals, including without limitation, reptiles, livestock, or poultry of any kind, shall be raised, bred, or kept on any lot. A reasonable number of dogs, cats, or other traditional household pets may be kept and restrained to their owner's property.
- 27- There shall be no overnight or continuous daytime parking on the streets. **VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE.** This excludes vehicles parked during the construction of the homes.
- 28- All mailboxes and post are to be uniform and can be purchased from the developer. Any mailbox installed, that is not in compliance with the regulations, can be replaced by the Homeowners Association and be billed to the homeowner at 150% of the cost.
- 29- Any Swimming Pool erected or placed on any lot must be fenced around the perimeter of the swimming pool and must meet all local regulations. The location of the pool must be approved by the Developer or its assignee.
- 30- No docks, piers, or permanent rafts shall be installed on any of the lakes.

- 31- No person, water craft or vehicle of any description shall be permitted in or upon any of the lakes, except for maintenance or safety purposes, as determined by the board of directors.
- 32- All lakes shall be the private property, of those owning property that backs up to the lakes. The only public access shall be from Mallard Lake Park, that is owned by the Homeowners Association. The developer and the Homeowners Association are not responsible for any accidents.
- 33- Ice skating or walking on the frozen surface of the lake is not permitted. Feeding the waterfowl is not allowed.
- 34- Many areas along Mud Run Creek are marked as a Conservation Area and are not included as part of the residential lots. This area is to be left undisturbed. No trees or under growth are to be removed. Additionally, there shall be no dumping of rubbish, dirt, grass clippings, leaves, etc. in this area. This is meant to be a natural area and shall not be disturbed, other than during the construction of streets and drainage areas by the developer.
- 35- No carport shall be constructed on any lot unless approved in writing by the Developer or Homeowners Association.
- 36- Accessory buildings- Any accessory building erected or placed on any lot larger than 300 sq feet must have the approval of the Developer or the Homeowners Association. All accessory buildings shall have a finished exterior of treated wood, painted wood, brick, stone, or siding.
- 37- **Each homeowner shall pay an annual Homeowners Association Fee. The fee is currently set in the amount of \$150.00, at the writing of these restrictions. To get the current fee amount you can contact the Homeowners Association. This fee will be due May 1st of each year. All new homeowners shall pay a prorated amount, at the time of their closing. This fee will be paid to the Mallard Lake Homeowners Association. These fees are to be used for, but not limited to: Maintain common areas, landscaping, fencing, park areas, playground, clubhouse, pavilion, parking areas, entrance ways, utilities, street lights, grass cutting, retention basins, lakes, street repairs, insurance, meetings, management companies, any shortfalls in the upkeep and maintenance of the swimming pool, etc. The amount of the annual fee can be changed by the developer or the Homeowners Association. Unpaid dues will result in a lien on the property and will be charged 10% interest, court fees, and attorney fees, until paid in full. The swimming pool is a separate fund and is set up as optional membership. Any homeowner wishing to be a member of the Mallard Lake Swimming Pool shall pay a \$50 initiation fee to join, plus the amount of the annual Swimming Pool Dues, which is currently set at \$100. The \$50 initiation fee is a one-time charge and the Swimming Pool Dues are due on May 1st of each year and is not prorated on a partial year of usage. The amount of the Swimming Pool Initiation Fees and Swimming Pool Dues can be changed by the Homeowners Association. Should a homeowner not pay the \$50 initiation**

fee to join or fail to pay the Annual Swimming Pool Dues by May 1st, then they shall not be a member and to be a member in the future they would have to pay a \$250 reinstatement fee. The Homeowner must be current on Mallard Lake Homeowners Association dues in order to be a member of the pool. **There will be a separate fee to rent the Clubhouse.** The rates for the rental will be set by the Homeowners Association. **The Clubhouse can be rented by any resident that is current on their Homeowners Association Dues.** Notwithstanding anything to the contrary, neither the Declarant nor the Developer (nor any builder who has purchased a lot from the Developer, so long as such builder owns such lot and no one lives in the residence constructed on such lot, for a maximum period of eighteen (18) months) shall be liable for or pay any assessments due to the Association with respect to any lots as to which they or it, hold title.

38- The developer reserves the right to revise or change any restriction. Each section of the development shall abide by the regulations set forth for that section of the development. Developer reserves the right to add additional sections to the Homeowners Association by future deed or restrictions.

39- Once each section is 90% complete, the Homeowners Association will approve and enforce all restrictions. The developer reserves the right to override the Association on rules and regulations set forth in this development.

40- Incorporation into deed: The above covenants, reservations and restrictions shall be incorporated verbatim or by reference in every deed hereafter issued conveying any part of the premises above described.

41- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Failure of any owner to demand or insist upon enforcement of any of these restrictions or to proceed on restraint of violation shall not be deemed a waiver of the violations or the right to seek enforcement of these restrictions.

42- Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The proceedings can be brought by any owner of real property in Mallard Lake, by the Homeowners Association, against any party violating or attempting to violate any covenant or restrictions, either to restrain violation, to direct restoration and/or to recover damages.

43- Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

44- The Mallard Lake Homeowners Association will be formed. The officers will be appointed by the developer. These officers shall serve as directors / trustees for the

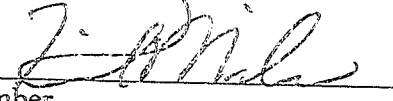
Homeowners Association for a term of two years. The Homeowners Association shall exercise those powers, duties, and functions set forth in these Restrictions. Any vacancy on the Homeowners Association shall be filled by a vote of lot owners as provided by rules adopted for conduct of business by the Homeowners Association. The Homeowners Association shall make reasonable rules and regulations for its operation and election of directors and may employ such agents as well as will enable it to carry out the provisions of this declaration. Every lot owner in Mallard Pointe shall be a member of the Homeowners Association and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Homeowners Association and shall be entitled to one vote for each Lot owned. Such owner and member shall abide by the Homeowners Association By-Laws rules and regulations, shall pay assessments provide for when due, and shall comply with decisions of the Homeowners Association Board of Directors.

45- Any assessment levied by the Homeowners Association shall be used only for purposes generally benefiting the Homeowners Association and shall constitute a lien upon the lot and shall be enforceable against real estate by foreclosure or otherwise.


THESE RULES AND REGULATIONS REPLACE ANY PRIOR RULES AND REGULATIONS SET FORTH. THESE REGULATIONS APPLY TO ALL LOTS IN SECTION FIVE OF "MALLARD POINTE". THESE RULES AND REGULATIONS ARE ADAPTED BY THE DEVELOPER:

Developer-
Dogwood Homes of Kentucky LLC
P.O. Box 409
Mt Washington, Ky, 40047

Date: 10-2-17

Prepared by: 
Richard Miles-
Managing Member,
P.O. Box 409
Mt Washington, Ky, 40047
502-957-4663

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 2nd
day of October, 2017.

By: Richard Miles, Managing Member 

STATE OF KENTUCKY
COUNTY OF BULLITT

BULLITT COUNTY
D930 PG29

I, THE UNDERSIGNED Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by Richard Miles, Managing Member of Dogwood Homes of Kentucky LLC, party thereto, to be his true act and deed and the true act and deed of said LLC.

Witness my hand this 2nd day of October, 2017.

Richard A. Mays #496711
NOTARY PUBLIC, KENTUCKY STATE AT LARGE
My commission expires: Oct. 22, 2017

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BULLITT COUNTY
D930 PG30

DOCUMENT NO: 587507
RECORDED: October 02, 2017 02:52:00 PM
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DEPUTY CLERK: BEVERLY BOWLING
COUNTY: BULLITT CO CLERK
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