

**Villas at Mallard Lake Restrictions**  
**SECTION ONE RESTRICTIONS – (Revised 5-17-17)**  
**LOTS 462-485 AND LOTS 499-520**

**DECLARATION OF REGULATIONS, COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS, for VILLAS AT MALLARD LAKE SECTION ONE. **THESE RESTRICTIONS REPLACE ANY PREVIOUS RESTRICTIONS.**

**WITNESSETH:**

**WHEREAS, the Declarant is the developer of certain property in Bullitt County, Kentucky, known as The Villas at Mallard Lake, Section One (1), do hereby adopt these revised Restrictions for the Villas at Mallard Lake Section One on the following lots: (1) Lots 499 – 520 and Lots 482 – 485 as shown in Plat Cabinet 3, Slide 304, with original restrictions recorded in Deed Book 801, Page 619. (2) Lots 462 - 481 as shown in Plat Cabinet 3, Slide 389, with original restrictions recorded in Deed Book 801, Page 619. ALL PLATS ARE RECORDED AT THE BULLITT COUNTY CLERKS OFFICE, SHEPHERDSVILLE, KENTUCKY.**

WHEREAS, the Declarant will convey the said properties, subject to certain protective regulations, covenants, restrictions and reservations as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described hereinabove shall be held, sold and conveyed subject to the following restrictions, regulations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These covenants, restrictions, regulations and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

**NOTE:** Villas at Mallard Lake, Section One (1) is composed of duplex and four plex patio homes.

**NOTE:** References to “Developer” in this paragraph shall include any entity, person or association to whom Developer may assign the right of approval. Any assignment shall be in writing. References to “structure” in this paragraph shall include, but not be limited to, any buildings or structure (including an attached or detached garage), fence, wall, pool, antennae, microwave and other receivers and transmitters (including those currently called “satellite dishes”). Any approval of satellite dishes, antennae,

microwave dishes and etc. shall require construction such that the equipment may not be seen from the street.

## RESTRICTIONS

The DELARANT, intending to establish a general plan for the use, occupancy and enjoyment of said subdivision, hereby declares that for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions.

### 1. **Primary Use Restrictions**

- (a) Said real estate shall be used exclusively for patio home purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except patio homes and not to exceed one and one-half stories in height. No detached garages may be built within the subdivision known as The Villas at Mallard Lake, Section One. Any other type of outdoor building must be approved by the developer or developers assignee prior to placement.
- (b) Garages and Garage Units shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, e.g., family room(s), bedroom(s), office(s), recreational room(s), etc. without the express written approval of the Developer or such entity, person or association to whom it may assign such right as set forth herein, in its sole discretion. No building or structure shall be used for any commercial use.

### 2. **Subdivision of Lots, Easements, Extensions and Approval of Construction and Landscape Plans**

Lots may not be further subdivided from that configuration set forth in the plat of record in the Office aforesaid. However, the Developer reserves the right to further subdivide any lot so long as the divided lots are consolidated with the adjacent lots, with such division and consolidation approved by the Bullitt County Planning Commission.

No easements, extensions or utility services including water, sewer, electric or roadway shall be extended unless approved in writing by the Developer.

No structure may be erected, placed or altered on any lot until the construction plans and building specification and a plat survey have been approved in writing by the Developer. The construction plan, building specifications and plat survey shall show at a minimum the following: (a) location of improvements on the lot; (b) the grade elevation of the proposed top foundation; (c) the type of exterior material; (d) the square footage of the improvements; (e) the roof pitch; and (f) the location and

size of the driveway. All driveways must be composed of asphalt or concrete.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing. Such plan shall show the location and identification of all trees, shrubs and other plantings.

**3. Building Materials, Roof and Builder**

- (a) The exterior building material of all structures shall either be brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood, vinyl siding, manufactured masonry, drivet, or other products) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.
- (b) The roof pitch of any residential structure shall not be less than 6 inches vertical for every 12 inches horizontal.
- (c) The construction work on any building shall be completed within one (1) year from the initial start. Such work shall not be considered complete until and unless the building is finished in every respect in its interior and exterior including garage, driveway, sidewalks, landscaping, etc.

**4. Architectural Control and Lot Maintenance**

- (a) No house, building, drive, garage, landscaping or improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Developer. The builder shall re-grade all drainage ditches and swales that have washed prior to the rough and finish grading of the lot. All grading shall be subject to the supervision and approval of Developer and shall conform to the approved construction plans of the subdivision. Silt control is required at all times during construction. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. No storm drains, roof down spouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.
- (b) Each lot owner and/or builder shall construct, or cause to be constructed, and maintain a swale between each side and rear property line.
- (c) From and after the date of deed conveying the property to the lot owner, it shall be the duty of each lot owner to keep the lot free from trash, and to

keep it otherwise neat and attractive in appearance. Should any lot owner fail to do so, the Developer, or any entity, person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive. The lot owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at fifteen percent (15%) per annum thereon, in addition to a late fee penalty as determined by the Developer, after demand has been made, and the Developer or other such entity, person or association to whom it may assign such right, shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage (but not to any other mortgage) thereon. Developer may perform all mowing if not done by the owner.

- (d) Each lot owner is responsible for all interior and exterior maintenance and up keep of their unit, with the exception to lawn care services described in #27 paragraph.

**5. Setbacks**

No structure shall be located on any lot nearer to the front lot line or side street line than the minimum building setback lines shown on the recorded plat of The Villas at Mallard Lake Section One (1). Developer shall have the right, power and authority to vary the established building lines, in its sole discretion, when not in conflict with applicable zoning regulations or the record plat.

**6. Minimum Dwelling Size**

- (a) Finished basement areas, garages, attics, and open or closed porches shall not be included in computing the floor area of any residential structure.
- (b) The total above ground floor area of each residential structure erected or placed on lots shall not be less than 900 square feet.

**7. Approval of Additional Garage or Storage Building Required**

No detached garages will be allowed in The Villas at Mallard Lake Section One (1). No storage building or storage unit erected on the premises shall be larger than 192 sq ft.. No living quarters shall be allowed in or above the storage buildings. The exterior material of all storage buildings must be approved prior to construction. Only one

storage building may be erected on each lot. The roofing materials shall be of matching color and material as is on the house.

**8. Builder's Responsibility for Street Cleaning During Construction**

During the course of construction, mud and dirt shall be cleaned from the tires of construction vehicles before they travel on the streets of the subdivision. All mud and dirt shall be removed from the street by the builder. Under no circumstances shall a motor vehicle cross a lot to reach construction on another lot. Removal of said materials and/or overruns will be at the builder's expense.

**9. Builder's Responsibility for Inspection of Roadway**

Before commencing construction of a dwelling on any lot, the builder shall inspect the roadway and if any defect is found, immediately notify Developer in writing of such defect. The builder shall be responsible for damages done to the roadway by tractors, trucks, equipment, etc. in his employ and shall make repairs at his expense within thirty (30) days after completion of the dwelling.

The builder shall insure that all cuts made by the utility companies in the roadway in front of the lot are properly repaired by said companies or by the builder.

**10. Use of Other Structure and Vehicles**

- (a) No structure of a temporary character shall be permitted on any lot, except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.
- (b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the completed main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, motor home, camping vehicle, boat or other similar vehicle shall be parked or kept on any lot at any time, unless housed in a garage. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar month. None of the above vehicles shall be continuously or habitually parked on any street or public right-of-way.

- (d) Without the prior written consent of the Developer, or except in case of temporary loading or unloading, no part of the subdivision (except garages) shall be used for the parking and /or storage of any trailer, truck, boat, motorcycle, scooter, equipment or anything other than operational currently licensed automobiles. Guests and invitees shall be permitted to park on paved "private egress and ingress easements" (not to exceed a 48-hour continuous time period) designated for this purpose, provided that they shall not obstruct traffic flow or unreasonably inconvenience other Property Owners). Vehicles parked in violation of any part of this Declaration or in violation of any rules or regulations promulgated by the Developer, shall be towed away and stored at the owner's risk and expense.

**11. Nuisance and Animals**

- (a) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- (b) No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred or kept in the subdivision, except that dogs, cats or other household pets may be kept in residential units, provided that (1) they shall not be permitted to run loose; (2) they are not kept, bred or maintained for any commercial purpose nor for breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet and/or controlled by the pet owner when not confined to the lot. Barking dogs or pets may be considered a nuisance. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the subdivision upon seven (7) days written notice from the Developer. Pets permitted as above shall be leashed or restrained during walking or exercise within the common area. An owner shall be responsible for cleaning up after his/her pet.

**12. Landscaping; Sidewalks; Driveways; Trees**

- (a) No portion of the within-described premises nearer to any highway than the building lines as hereinabove fixed, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants or for statuary and similar ornamentation for the purpose of beautifying said premises. Vegetables, or grains of the ordinary garden variety may be grown upon such portion of the premises but no weeds, underbrush, or other unsightly growths shall be permitted to

grow or remain anywhere upon said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

- (b) Builder will cause a sidewalk to be constructed on each lot. Said sidewalk is to be constructed on the street side(s) of the lot before occupying the house. The sidewalk shall be 48 inches wide, a minimum of 4 inches thick. Saw cuts or expansion cuts are to be no more than 48" apart. There shall be a light broom finish and the sidewalk shall be constructed so that uniform emplacement will be maintained throughout the development. A full set of specifications can be obtained from the developer.
- (c) After the construction of a residence, builder will grade and either sod or seed and straw that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The remaining sides and rear yards shall be seeded or sodded.

**13. Mail and Paper Boxes**

All mailboxes and paper boxes shall be supplied by the Developer at a reasonable cost to the homeowner or builder in order to provide uniformity. It shall be the lot owner's responsibility to obtain a mailbox from the Developer. It shall also be the lot owner's responsibility to install this mailbox.

**14. Clothes Lines; Fences; Walls and Pools; Lakes**

- (a) No permanent outside clothes lines shall be erected or placed on any lot.
- (b) All fencing and walls for fencing must be approved by Developer or by an entity, person or association to whom it may assign the right. Plans must be submitted to the Developer showing type, size and locations of proposed fence. (See paragraph 4 herein).
- (c) No swimming pools shall be erected on any lot.
- (d) All windows shall receive window treatments so as not to be unsightly from the street.
- (e) No docks, piers, or permanent rafts shall be installed on any of the lakes. A deck may be built near the water as long as it is approved in advance and does not have any flotation in the water and does not have any piers or footings in the water.

- (f) 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 developer or Homeowners Association.
- (g) All lakes shall be 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 accidents.
- (h) Ice skating or walking on the frozen surface of the lake is not permitted. Feeding the waterfall is not allowed.

15. **Business; Home Occupations**

No trade or business of any kind (including the practice of medicine, dentistry, chiropractic and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Notwithstanding the provisions hereof or of Paragraph 1, a new house may be used by a builder thereof as a model home for display including the builder's own office, provided said use is terminated within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer and or any entity, person or association to whom it may assign such right.

16. **Signs**

No sign for advertising or for any other purposes shall be displayed on any lot or a building or a structure of any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right (1) to erect larger signs when advertising the Subdivision; (2) to place signs on lots designating the lot number of the lots; and (3) following the sale of a lot to place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. A builder may erect a construction sign (only during construction) of no more than 32 square feet which must be removed when the owner moves in.

17. **Disposal of Trash**

No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. The subdivision shall be kept free and clear of rubbish, debris and other unsightly materials. Trash and garbage containers shall not be permitted to remain outside any unit except on days of trash collection or after 6:00 pm on the days prior to the days of trash collection.



18. **Obligation to Construct or Reconvey**

Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, if the lot owner has not begun in good faith the construction of a dwelling approved according to paragraph 4, upon each lot conveyed, Developer may elect to repurchase any and all lots on which construction has not commenced for the original purchase price in the deed of said lot or lots hereunder, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty.

19. **Duty to Repair and Rebuild**

Each owner of a lot shall, at its sole expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Any repaired or replaced materials should be the same color and quality of the initial materials. If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly repair, rebuild or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the Owner shall completely raze the residence and sod the entire lot until such time as construction of a new dwelling is begun.

20. **Patio Home Insurance and Replacement Requirements**

Each owner of a patio home shall insure all improvements, existing or hereafter placed upon its Lot, against loss by fire, tornado and such other hazards, casualties and contingencies and at a minimum in such amounts as the Mallard Lake Homeowners Association shall from time to time require. Such insurance shall be made payable to the Owner or his nominee (which may be a mortgage holder) and to the Mallard Lake Homeowners Association jointly and copies of such policies issued pursuant to this provision shall be delivered by the owner to the Mallard Lake Homeowners Association at the time of the closing of the sale of any Lot. Owner shall, at least fifteen (15) days before the expiration of any policy for any insurance hereinabove required, deliver to the Mallard Lake Homeowners Association evidence of a property insurance renewal policy.

- I. In the event of damage or destruction to a patio home unit, the owner suffering the damage or destruction shall be required to reconstruct and replace the patio home within a one year time period from the date of the damage or destruction. The reconstruction and replacement shall be same exact colors and equivalent quality in construction and

materials as was in existence prior to the damage or destruction.

Any proceeds from insurance received in payment for the damage or destruction of the improvements on any patio home shall be disbursed only to cover the expense or repair or replacement until such time as the repair or replacement is completed and paid for, at which time any balance remaining shall be paid to the patio home owner or his nominee.

21. **Patio Home Party Walls**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the patio homes and placed on the dividing line between the lots and the patio homes thereon shall constitute a party wall. To the extent not inconsistent with the provisions of the paragraph 21, the general rules of law of the Commonwealth of Kentucky regarding party walls and liability for property damage due to the negligence and willful acts or omissions shall apply thereto.

Section 2. Sharing of Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. Owners who make use of an interior party wall shall not be entitled to change or alter in any way said party wall only. Owners who make use of an exterior party wall shall be entitled to change or alter said party wall only to the extent that all of said Owners who make use of said party wall shall agree and as agreed to by the Association.

Section 3. Damage by Fire or other Casualty or for Utility Repair. If a party wall is destroyed or damaged by fire or other casualty, the Owner or Owners responsible for the casualty shall be responsible for the repair and cost of repair of same. If one Owner is responsible for same but assumes no responsibility, the other Owner may repair same and recover the cost of restoration thereof in proportion to such use without prejudice, however, to the right of such Owner to call for a larger contribution from the other Owner under any rule or law regarding liability for negligent or willful acts or omissions. An Owner shall have a right at reasonable times upon prior notice to enter upon the premises of the other Owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other Owner the amount of any damages negligently caused by such repairing or restoring.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to

be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to a contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this paragraph 21, the parties shall be obligated to arbitrate the dispute under the applicable rules of the American Arbitration Association. Unless the parties can agree upon one arbitrator as the rules of the American Arbitration Association otherwise require, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of the arbitrators shall be by a majority of all the arbitrators and shall be binding on the parties to the dispute.

22. **Restrictions Run With Land**

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of then owners of all lots in The Villas at Mallard Lake Development has been recorded, within sixty (60) days of an anniversary date aforesaid, agreeing to change these restrictions and covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

23. **Enforcement**

(a) Each Lot owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the By-laws of the Homeowners Association as more particularly described hereinbelow and with the Rules and Regulations in relation to the use and operation of the community, recreation and common areas. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages and/or injunctive relief. Such action may be maintained by a Lot owner, the Developer and/or the Association on its own behalf or on behalf of the Lot owners aggrieved, or by any person or entity who is aggrieved by such noncompliance. In any case of flagrant or repeated violation of a Lot owner, he may be required to the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, By-laws, Rules and Regulations. The Lot owner, Developer, and/or Association may recover all of its costs of enforcement, including

court costs and reasonable attorney's fees; and all of such costs shall be a continuing lien upon the Property involved.

- (b) In addition to any other remedy that it may have, the Association may levy a reasonable fine against a Lot owner who has violated any covenant, condition or restriction set out in this Declaration, the By-laws or the Rules and Regulations, which fines shall be included in the Rules and Regulations. Before the fine can be levied, the Lot owner must be sent a written notice of the nature of the violation and be given thirty (30) days after the date of the mailing to cure the violation. If the violation is not cured, the Board of Directors may levy a fine against the Lot owner and against the Property. The fine may be filed as a lien and is otherwise enforceable as an assessment lien, through foreclosure or civil action, and shall include the right to collect court costs, including reasonable attorney's fees. Each day of the violation may be considered a separate violation.

#### 24. **Invalidation**

Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above provisions by judicial proceedings or any other means shall in no way effect the validity of the others. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

#### 25. **Residents; Maintenance Association; Assessments**

- (a) **Each homeowner shall be part of the Mallard Lake Homeowners Association.** Which is the master Community Association that is currently comprised of Mallard Lake, Reserves of Mallard Lake, Boulders of Mallard Lake, Mallard Pointe, and the Villas of Mallard Lake. Additional Communities can be added to the Mallard Lake Homeowner Association. **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 1<sup>st</sup> 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, etc. The amount of the annual fee can be changed by the developer or the Homeowners Association. **Lot 462 through Lot 485 are 4-plex units. The annual Homeowners Fee is**

**included in the monthly maintenance fee for these units. As of 5-17-17 the monthly maintenance fee is set at \$75.** This fee is for the 4-plex units only. The monthly maintenance fee covers the Mallard Lake Homeowners Association Fee, lawn cutting, and funding for the roof replacement. The monthly maintenance fee can be adjusted as needed to properly fund these items. If the roof needed replaced and there are not ample funds to cover the cost, a special assessment would be made to cover the shortfall. **Lot 499 through Lot 520 are duplex units. These units do not have a monthly maintenance fee and are responsible to pay the annual Mallard Lake Homeowners Association Fee.** These owners maintain 100% of the maintenance of their units. 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.

- (b) **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 1<sup>st</sup> 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.**
- (c) **At the Developer's discretion, a Villas of Mallard Lake Homeowners Association may be formed to manage items specific to the Villas of Mallard Lake.** This Association will become active at such time the Developer may decide, in accordance with the by-laws. This Association will be a nonstick non-profit corporation for the sole benefit of the development and the Lot owners. Upon acceptance of deed and upon formation of this Association, each Lot owner shall be obligated and required to become a member of the Association, to be bound by the Articles of Incorporation, By-laws and Rules and Regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors.
- (d) Developer or his designate shall be a voting member of the Board of Directors until one hundred percent of the lots are sold or otherwise

conveyed to a third party. Developer reserves the right to add additional sections of The Villas at Mallard Lake Subdivision to this Homeowners Association by future deed or restrictions.

- (e) The purposes of the Association shall be set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members and The Villas at Mallard Lake Subdivision. In carrying out its purposes, the Association shall have all powers allowed by Chapter 273 of the Kentucky Revised Statutes.

In furtherance of the general purposes, the particular purposes of the Association are:

1. To monitor and enforce the restrictions of the subdivision which are recorded in the Bullitt County Clerk's office.
  2. To assess levy and collect the annual assessments and special assessments against each lot and members of the Association pursuant to the By-laws and the restrictions.
  3. To deal with any other items of interest or concern to the owners of Villas of Mallard Lake.
- (f) Any assessment levied by the Association shall be used only for purposes generally benefiting the Association and its members, and shall constitute a lien upon the lot and shall be enforceable against the real estate by foreclosure or otherwise
- (g) Notwithstanding anything to the contrary contained in Paragraph 22(e), neither the Declarant nor the Developer (nor any builder who has purchased lots 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 to the Association with respect to any lots as to which they, or it, hold title.

**26. Amendments to Articles and By-laws**

Nothing in this Declaration of Restrictions shall limit the right of the Association to amend, from time to time, its Articles of Incorporation, By-laws, Rules and Regulations.

IN TESTIMONY WHEREOF, witness the signature of the Declarant, by and through its duly signed authorized manager, this 19 day of MAY, 2017.

This instrument prepared by R. Miles Properties by and through Richard Miles, Managing Member, P.O. Box 409, Mt Washington Ky 40047.

**R. MILES PROPERTIES, LLC**

BY: 


**RICHARD MILES, MANAGING MEMBER**

STATE OF KENTUCKY  
COUNTY OF BULLITT

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 R. MILES PROPERTIES, LLC, by and through RICHARD MILES, MANAGING MEMBER, party thereto, to be his true act and deed and true act and deed of said company.

Witness my hand this 19 day of May, 2017.

My commission expires: 10-22-17.

  
NOTARY PUBLIC, KENTUCKY STATE AT LARGE

DOCUMENT NO: 580842  
RECORDED: May 19, 2017 01:44:00 PM  
TOTAL FEES: \$52.00  
COUNTY CLERK: KEVIN MOONEY  
DEPUTY CLERK: RITA  
COUNTY: BULLITT CO CLERK  
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