

THIRD
DECLARATION OF AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS and
SUPPLEMENTAL AMENDMENT TO BYLAWS

The Third Declaration of Amendment to Easements, Covenants, and Restrictions and Supplemental Amendment to Bylaws is made and entered into on the 13th day of November, 2013 by MALLARD POINT OWNERS, ASSOCIATION, INC.

WITNESSETH:

That WHEREAS on the 19th day of September, 2013, a Special Meeting of the Members of the Mallard Point Owners Association, Inc. was held at Georgetown College Conference Center; and

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; and

WHEREAS notice was sent to all members of the Mallard Point Owners Association, Inc. at least thirty days prior to said meeting of the proposed amendments; and

WHEREAS at the Special Meeting the members of the Mallard Point Association, Inc. in attendance approved eleven Amendments to the existing Covenants and Bylaws by 51% or more of the available votes (paid-up dues and assessments for properties). Each issue was voted upon separately, and eleven issues received 129 affirmative votes or more. Twelve issues did not pass, and continue unchanged; and

WHEREAS, pursuant to Section 9.04 of the Original Declaration, as amended, the undersigned has been authorized and directed by the Board of Directors of the Mallard Point Association, Inc. to execute this instrument and cause the same to be filed of record;

NOW, THEREFORE, pursuant to the provisions of Section 9.04 of the Original Declaration, "as amended on July 3, 1988, the members of the Mallard Point Association, Inc. have duly adopted the following two amendments to the Bylaws, and nine amendments to the Declaration of Easements, Covenants, and Restrictions:

The two approved Amendments to Section 2.4 and Section 4.1 of the Bylaws of Mallard Point Owners Association, as amended, are as follows:

1. The Bylaws of Mallard Point Owners Association, as amended, Section 2.4, Annual Meetings: is amended to read:

Section 2.4: 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.

2. The Bylaws of Mallard Point Owners Association, 18th day of July 1985, Section 4.1, Designation: is deleted in its entirety, and in lieu thereof the substitution of the following:

Section 4.1: 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 be, but need not be, directors, with the exception of the President

who must be elected from among the members of the Board. No person can hold 2 or more offices. The officers and members of the Board of Directors must be members of the Association.

Pursuant to the provisions of Section 9.04 of the Original Declaration," as amended on July 3, 1988, the members of the Mallard Point Association, Inc. have also duly adopted the following nine amendments to the Declaration of Easements, Covenants, and Restrictions:

1. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, as amended, Section 8.05 (a) is amended to read:

8.05(a) 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.

2. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, Section 8.05 (h) is amended to read:

8.05(h) 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.

3. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, Section 8.05 (j) is amended to read:

8.05(j) 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 any property lines along the streets, rights of way, dam, park, or conservation areas, with the exception of approved docks.

4. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, Section 8.05 (k) is amended to read:

8.05(k) 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.

5. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, Section 8.05 (r) is amended to read:

8.05(r) 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.

6. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, Section 8.05 (w) is amended to read:

8.05(w) 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.

7. The Declaration of Easements, Covenants and Restrictions of all Phases and Units of the Mallard Point Owners Association, as amended, Section 8.05 (z) is amended to read:

8.05(z) 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.

8. The following new paragraph is added to Section 8.05:

8.05(aa) 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.

9. The following new paragraph is added to Section 8.05:

8.05(ab) 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, replaced or rebuilt in non-compliance to the current covenants and restrictions.

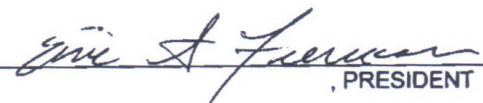
EFFECTIVE DATE OF AMENDMENTS

The foregoing amendments shall become effective on the thirty-first date following the date upon which this Third Declaration of Amendment to Easements, Covenants, and Restrictions and Supplemental Amendment to Bylaws is filed of Record in the office of the Scott County Court Clerk.

IN WITNESS THEREOF, the undersigned being authorized and directed by the Directors of the Association, has executed this Third Declaration of Amendment to Easements, Covenants, and Restrictions and Supplemental Amendment to Bylaws on this day and year written above.

MALLARD POINT OWNERS ASSOCIATION, INC.

BY:


, PRESIDENT

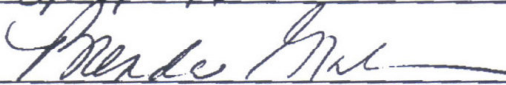
STATE OF KENTUCKY

SCOTT COUNTY
MC38 PG137

COUNTY OF SCOTT

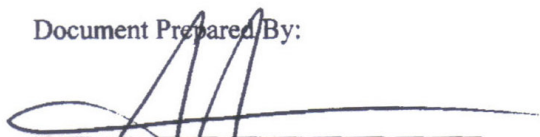
The foregoing Third Declaration of Amendment to Easements, Covenants, and Restrictions and Supplemental Amendment to Bylaws was acknowledged before me, ERIC FREEMAN, President of the Mallard Point Owners Association, Inc. on this the 20 day of November, 2013.

My commission expires:

5/29/2016

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
FD# 465086

Please mail to:
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Georgetown, Kentucky 40324

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COUNTY: SCOTT COUNTY

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