

misc BK 492

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SUPPLEMENTARY DECLARATION OF EASEMENTS,  
COVENANTS AND RESTRICTIONS APPLICABLE  
TO UNIT 1 OF PHASE III OF THE  
MALLARD POINT SUBDIVISION  
AND APPROVAL OF ADDITION

\* \* \* \* \*

AS SHOWN BY PLAT OF RECORD IN  
PLAT CABINET SHEETS 592 & 593, INCLUSIVE,  
IN THE OFFICE OF THE SCOTT COUNTY COURT CLERK

THIS SUPPLEMENTARY DECLARATION AND APPROVAL, made and entered into on this the 24<sup>th</sup> day of November, 1987, by MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, with principal offices located at 138 E. Main Street, in Georgetown, Kentucky 40324, hereinafter referred to as "DEVELOPER."

WITNESSETH:

THAT WHEREAS, the DEVELOPER is the fee simple owner of the following described property located in Scott County, Kentucky:

Being all of Lots 1-45, of Block A, of Unit 1, of Phase III of the MALLARD POINT subdivision, together with the streets and rights of way areas, dams, lakes, 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, Suddereth, and Etheredge Engineers, Inc., R.L.S. No. 1804, for MARIC DEVELOPMENT CORPORATION, dated the 29th day of June, 1987, and filed of record in the Office of the Scott County Court Clerk, in Plat Cabinet Sheets 592 and 593; 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 III, 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; and,

WHEREAS, DEVELOPER is also the "Developer" referred to in that original "Declaration of Easements, Covenants and Restrictions Applicable to Units 2 and 3, Inclusive, of Phase I of the Mallard Point Subdivision" (hereinafter "Original Declaration"), dated July 18, 1985, and filed of record in the Office of the Scott County Court Clerk, in Deed Book 162, pages 383-400, inclusive; that "Supplementary Declaration of Easements, Covenants and Restrictions Applicable to Unit 1 of Phase II of the Mallard Point Subdivision and Approval of Addition" (hereinafter "First Supplementary Declaration"), dated July 15, 1986, and filed of record in the aforesaid Clerk's Office in Deed Book 166, Pages 428-431, inclusive; and, that "Supplementary Declaration of Easements, Covenants and Restrictions Applicable to Unit 2 of Phase II of the Mallard Point Subdivision and Approval of Addition" (hereinafter "Second Supplementary Declaration"), dated July 14, 1987, and filed of record in the aforesaid Clerk's office in Deed Book 171, Pages 357-360, inclusive; all hereinafter collectively referred to as "Declarations"; and,

WHEREAS, Section 2.02 of the aforesaid Original Declaration provides that additional real property may be made subject to the Original Declaration, as provided therein; and,

WHEREAS, DEVELOPER, desiring to submit and subject the above described property to the aforesaid Original Declaration, and evidence the required approval of the addition of the above described property to the property subject

*mailed  
12-1-87  
to supervisor*

to the Declarations, has executed this Supplementary Declaration and Approval;

NOW, THEREFORE, pursuant to the provisions of Section 2.02 of the Original Declaration, DEVELOPER (as "Developer" of the property subject to the Declarations) hereby approves the addition of the above described property to the property subject to the Original and two prior Supplementary Declarations, and (as owner of the above described property) hereby declares that the above described property is and shall be held, transferred, sold, conveyed, occupied, leased, and used subject to (in common with the real property described in the Declarations) those easements, covenants, restrictions, rights, conditions, limitations, reservations, obligations, and agreements set forth in the aforesaid Declarations, as fully as if the above described property were originally listed therein, subject, however, to the following modifications which shall apply only to the above described property, all of which are hereby declared to be covenants running with the land:

1. The provisions of Section 8.02 and Subparagraphs (g), (j) and (k) of Section 8.05 of the Original Declaration are hereby modified, and for purposes of this Supplementary Declaration, shall henceforth be and provide as follows:

Section 8.02 BUILDING DIMENSIONS. 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, porches, terraces, or finished or unfinished basement areas, even though the same may be an integral part of the residential building) for the respective building categories:

- (a) One story building: 2,000 square feet of living space on the ground level floor;
- (b) Two story building: 1,000 square feet of living space per floor for ground level and second story floors;
- (c) One and one-half story building: 2,000 square feet of living space for combined first and second story floors; and,
- (d) Split level, split foyer, or other type of residential building (not otherwise described above): 2,400 square feet of living space for combined floors (including "basements," as defined herein, if the same are finished for occupancy).

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 upon any Tract unless the same shall have an attached two or more car garage ("attached" being defined as a contiguous and integral part of the main dwelling). There shall be no carports attached or unattached.

Section 8.05:

- (g) 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 as may be otherwise approved by the Developer or Association, as provided in the aforesaid Original Declaration.

- (j) 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.
  - (k) All docks must be approved in writing by Developer prior to construction or installation. Docks shall be constructed only of natural wood, and shall be unpainted. No dock shall have a total surface area in excess of 144 square feet, or extend into any lake more than fifteen (15) feet from the bank, at the normal pool of the said lake. Developer, however, may, in its sole discretion, require smaller surface areas as a condition of approval of any dock. Access ramps to docks, if wooden, shall be natural wood only (unpainted). If metal, such access ramps shall be painted black. Only Developer approved flotation blocks may be used for dock construction and no barrels or other unapproved flotation materials may be used. No raised or diving platforms shall be constructed. All docks are to be completely flat, and there shall be no railing on any dock. Diving boards shall be permitted, although the same shall remain unpainted and not raised. There shall be no rope, cable, or other swings, within fifty (50') feet of the lake. There shall be no houseboats or any boats in excess of sixteen (16) feet allowed on the lake, and no boat shall be propelled by any engine or motor with a rated capacity in excess of ten (10) H.P., except for boats maintained by the Developer or by the Association (for the official use of security and maintenance personnel).
2. As a result of the creation of new lakes in addition to the Mallard Point Lake, all references to the lake and lake areas in the Original Declaration shall, unless otherwise required by the context thereof, refer to and apply to each and every lake within the area subject to the Declarations and this Supplementary Declaration; and, all references to the normal pool of the lake shall refer to the respective normal pools of each such lake.
  3. For purposes of Section 6.05 of the Original Declaration, the owners of the above described lots 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 Association for his, her or its lot(s). Unless changed by action of the Association subsequent to the date hereof, the regular assessment (with respect to all lots subject to the aforesaid Declaration and now this Supplementary Declaration) will remain \$75.00 per quarter per lot; and, the first quarterly assessment, with regard to lots in Unit 1 of Phase III of the Mallard Point Subdivision, shall be due and payable on October 1, 1988, being the first day of the October 1 - December 31, 1988 quarter.
  4. 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.

IN WITNESS WHEREOF, MARIC DEVELOPMENT CORPORATION has, in its dual capacities (as owner of the above described property, and as "Developer" of the property originally subject to the Declarations), caused this Supplementary

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Declaration and Approval to be executed by a duly authorized Officer, on this the day and year first above written.

DEVELOPER: MARIC DEVELOPMENT CORPORATION

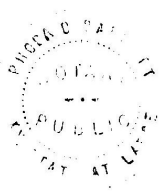
BY: [Signature] V.P.  
ERIC S. SMITH, Vice President

STATE OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing Supplementary Declaration and Approval was acknowledged before me by ERIC S. SMITH, Vice President of MARIC DEVELOPMENT CORPORATION, a Kentucky corporation, on behalf of the aforesaid Corporation, on this the 27th day of NOVEMBER, 1987.

My Commission expires: November 20, 1989

[Signature]  
NOTARY PUBLIC, State at Large, KY



This document was prepared by:

WILLIAM C. VAN INWEGEN  
KINCAID, WILSON, SCHAEFFER AND HEMBREE, P.S.C.  
500 Kincaid Towers  
Lexington, Kentucky 40508

[Signature]  
WILLIAM C. VAN INWEGEN

I found the foregoing to be in accordance with the Statute and State aforesaid, and the same was duly recorded in my office on NOVEMBER 27 at 3:33 pm and the same was duly recorded in my office and this certificate has been duly recorded in my office.

Witness by hand this 27th day of Nov, 1987  
[Signature]  
Notary Public