

*Mailed to owners 5/08*

## **P O L I C Y   S T A T E M E N T**

**To: All Tuxford Homeowners**  
**From: Village of Tuxford HOA**  
**Board of Directors**  
**Date: June 2, 2008**  
**Re: Open space appearance**

Pursuant to Article VII of Tuxford's Declaration of Covenants, Conditions and Restrictions, the Board is issuing this policy statement. This year the Board is in the process of developing a long-range plan that is designed to improve the appearance of our 6.65 acres of open space, which includes over 1,600 feet of the boundary berm. This open space represents approximately 41% of the total landscape area in the Village, directly affecting our "curb appeal". This plan is to be executed over several years in order to minimize the annual cost factor, and to hopefully reduce and/or eliminate the need for assessments.

While this plan is under development and implementation, the Board is encouraging any property owner to consider providing assistance in the interim by voluntarily maintaining any open space adjacent to or in the vicinity of your property. Such maintenance might include turf aeration, power seeding, weeding, watering, etc. and/or the planting of shrubbery. Such voluntary open space maintenance must fall within the following guidelines:

1. It is to be done at the sole expense of the homeowner without any expectation of reimbursement.
2. Any and all improvements must first be requested in writing and approved in advance by the Board.
3. Said homeowner shall have no more right than any other homeowner regarding the usage and/or control of said open space.

If you have any questions regarding this policy, contact the Board or our Property Manager.

# IMPORTANT NOTICE

**TO: ALL VILLAGE OF TUXFORD HOMEOWNERS**  
**FROM: BOARD OF DIRECTORS, TUXFORD HOMEOWNERS ASSOCIATION**  
**DATE: May 18, 2010**  
**RE: APPROVAL OF THE SECOND AMENDMENT TO THE VILLAGE OF TUXFORD COVENANTS, CONDITIONS AND RESTRICTIONS (CCR)**

The above amendment to our CCR, detailing the new requirements for the insurance of your property, has been approved and will become effective July 1, 2010. Currently you are insuring both the exterior and interior of your building. This new amendment will now create a master exterior insurance policy which has been secured by the Board and will cover all of our buildings under a single contract. Each homeowner will now be responsible for insuring only the interior of their home, contents, and personal liability. Enclosed is a copy of this amendment which clearly delineates elements of your home that will now be covered by the new master exterior policy, and those elements for which coverage remains the responsibility of the homeowner.

You are advised to take this enclosed copy of the CCR amendment with you when you sit down with your insurance agent to revise your current homeowners policy to a new interior and contents only policy (referred to as an HO-6 policy). This amendment will allow your agent to precisely see the exact elements of coverage for which you will now be responsible, and those elements that are covered by the master exterior policy. But remember, your existing policy must remain in force at least through June 30, 2010, with your new policy becoming effective the following day or shortly thereafter.

This master exterior policy is underwritten by Community Association Underwriters of America, Inc.(CAU), and is administered by Pence Insurance Agency, affiliated with Logan Lavelle Hunt Insurance Agency. The Board will be responsible for all the elements of exterior coverage as defined in the amendment. This added responsibility will be in addition to the existing exterior maintenance requirements that we have been and will continue to be performing per the CCR.

In order to pay for this new master exterior policy, the Board will establish an insurance reserve fund that will provide for the down payment, monthly payments, deductibles and all non-deductible claims for exterior damage. The cost to each homeowner will be an additional thirty dollars (\$ 30) per month to be added to the maintenance fee. Therefore, effective July 1, 2010, the maintenance fee will increase to two hundred twenty-five dollars (\$ 225) per month. In order to offset at least some of this additional expense, it will be important for you to negotiate with your insurance agent to get the best possible price reduction on your new coverage. Should your agent be reluctant to work with you to maximize your cost savings, the Board can provide you with several underwriters and agents who fully understand what we are trying to achieve. They will also know that your reduced coverage should definitely result in a cost reduction to you. But you must remember to have your new policy ready to be implemented on July 1, 2010, or shortly thereafter so you will not be overpaying for redundant coverage you will no longer need.

Your Board of Directors is very appreciative that most of you have supported this significant change in the way we will be insuring our buildings. We are certain going forward that all of us will realize that we will be far better protected should we have to face a significant amount of damage to our buildings in the future. With a single claims adjuster and a single contractor, this new coverage we will be maximizing the speed and effectiveness with which each claim will be processed and handled, and minimizing the confusion and delays that occur when multiple claims adjusters and multiple contractors are dealing with damage to a single building.

Finally, please understand that this amendment does not in any way change the basis of our home ownership. The Village of Tuxford remains a zero-lot line, fee simple patio-home community in which you still own your unit and the ground on which it is located. We have simply amended the way in which we insure our units.

Should you or your insurance agent have any questions or need further explanations, please feel free to contact any Board Director. If we do not have the answer you need, we will certainly be able to get to the experts who will have the required information.

DO NOT FORGET: 1). MAINTAIN YOUR EXISTING POLICY AT LEAST  
THROUGH JUNE 30, 2010

2). YOUR NEW POLICY SHOULD BE EFFECTIVE  
ON JULY 1, 2010, OR SHORTLY THEREAFTER

3). YOUR MONTHLY MAINTENANCE FEE WILL BECOME  
\$ 225 EFFECTIVE ON JULY 1, 2010

4). THIS SECOND AMENDMENT TO YOUR CCR BECOMES A  
PERMANENT ADDITION, AND SHOULD BE RETAINED  
ACCORDINGLY

Enclosure

## **M E M O R A N D U M**

**To: Village of Tuxford Homeowners**  
**From: Board of Directors, Tuxford HOA**  
**Date: July 12, 2010**  
**Re: Homeowners Insurance Responsibility**

**The following information pertains only to those property owners who have decided to keep their existing homeowner insurance policy (HO-3) rather than convert to an interior-only policy (HO-6) because of the increased cost. If you have already converted your homeowner insurance from an HO-3 policy to an HO-6 policy, then you may disregard this memorandum.**

**For those of you who have chosen not to convert your existing policy, the Board has been advised to issue the following word of caution to you:**

**Insurance agents, claims adjusters, and underwriters seem to have widely differing opinions as to whether keeping your HO-3 in light of our new master exterior insurance policy is an acceptable alternative rather than converting to an the HO-6 policy. Therefore, if you have not already done so, we are advising you to make certain that you raise the question and discuss this issue with your agent at this time. If you do not, you may be taking a chance that your HO-3 policy might not be valid if and when a claim materializes in the future.**

**Those agents and underwriters who may not be willing to allow you to continue your current HO-3 coverage may be doing so on the basis of their misunderstanding of our property ownership. In your discussion with them, you must make it clear that Tuxford is NOT a condominium community. We are NOT recognized as condominium owners by Freddie Mac, Fannie Mae, or HUD. We are a fee-simple, zero-lot line patio home community in which we own our single family home and the ground on which it is located. We simply have chosen to protect our exteriors with a master policy that in no way changes our basis of ownership even though the interior-only policies are called "condo policies". We believe at least in some cases this information may counter their reluctance to your keeping your HO-3 policy. However, if your agent still has any problem with your keeping your current HO-3 policy, and urges you to convert to an HO-6, we recommend you either go with his advice or switch to another insurance company. Do not take a chance.**

# GENERAL POLICY MEMORANDUM UPDATE

**TO: ALL TUXFORD HOMEOWNERS**  
**FROM: BOARD OF DIRECTORS, TUXFORD HOMEOWNERS ASSOCIATION**  
**DATE: JUNE 12, 2013**  
**RE: COVENANTS, CONDITIONS AND RESTRICTIONS (CCR)**

Recently it has come to the attention of the Board that not all property owners are adhering to the deed restrictions as outlined in the Tuxford CCR. While the vast majority of us are in full compliance, there are a few property owners who are either unaware of or do not feel it necessary to comply with the CCR. It is this small group who can create problems for the Board, since it is our responsibility to administer the CCR as fairly and even-handedly as possible. We must insist that everyone refresh themselves regarding the CCR, then fully comply with all areas as outlined.. Listed below are several of the more obvious areas where some of us are occasionally not in compliance:

- Garage doors must be closed at all times unless you are moving your vehicle in or out, you are working in the garage on a project requiring an open door, or you are working in your yard in the area of the garage. Regardless of how neat your garage may be, open doors distract from the overall appearance of the Village, also providing a lapse in property security. During the summer months we allow garage doors to be opened up to ten inches for the purpose of cooling. If left open any higher it might allow unwanted access to your property.
- Please review the CCR regarding on-street parking, and driveway parking of trucks and other commercial vehicles. In addition, all vehicles should be locked when not in use (even in the driveway). There have been several recent incidences in other neighborhoods where garage door openers were stolen from unlocked vehicles and used to gain access to homes that were subsequently burglarized.
- The CCR is very explicit defining what is and is not a qualified pet for Tuxford homeowners. Your pets (and those of your visitors) must at all times be kept on a hand-held leash when outside your own property. Pets are also to be fully restrained from relieving themselves in any neighbor's yard, and their droppings must be picked up regardless of where they fall. Each of us is required to water and care for our turf, shrubs and trees, and unwanted pets can complicate our efforts by leaving acid stains and other kinds of messes to be cleaned up. Metro Louisville's leash law is fully applicable in the Village in addition to the CCR.
- No exterior changes or modifications of any kind to your building or landscape are permitted without the approval of the Board. Such approval will be considered following your submission of a written request to our Property Manager outlining in detail your desired plans (including pictures, drawings and specifications if necessary).

- While the following is not explicitly delineated in the CCR, it has certainly become a universally accepted Village tradition. All loose trash (i.e., papers, plastic bottles, etc.) should be in securely tied trash bags before being placed in the blue ID trash container. This will prevent the trash from spilling and blowing around streets and yards of the Village, detracting from our desired curb appeal appearance. Your trash container(s) should be placed out at the street no earlier than the day or evening prior to the scheduled pickup day. It should then be brought back into the garage promptly after the pickup and kept there until the next week.
- Carefully read the insurance sections of the CCR pertaining to the interior of your property and your contents. Continue to work with your insurance agent to make certain that you are in full compliance with the CCR including the minimum insurance coverage required.

It is the hope and intention of the Board that this policy memo will serve as a reminder to each of us that we committed to these deed restrictions when we purchased our Tuxford property. It is also our hope this reminder will suffice, and we can continue to count on your cooperation. However, should anyone persist in failing to comply with the CCR, we would have no alternative but to take the matter to the legal counsel retained by the Board and seek appropriate legal action. Let us all see to it that such a course of action will be unnecessary going forward.

If you should have any questions regarding your understanding of the CCR, the Tuxford Bylaws or the Articles of Incorporation, please feel free to contact any member of the Board of Directors.

**VILLAGE OF TUXFORD HOA  
POLICY STATEMENT  
FOR  
EXTERIOR WATER LEAKS**

Should a water leak occur on your property involving the outside of your building, and the Louisville Water Company (LWC) makes the determination that you as the property owner are responsible for the repair of the leak instead of LWC, the following policy covers the repairs and the costs thereof relating to your driveway and/or walkway if they become part of such a water leak repair.

First, you must establish that LWC is not responsible for the leak, and that it is your obligation to stop the leak with whatever repairs are necessary. Secondly, you will be required to submit to our Property Manager a request for approval to repair the leak only if your driveway and/or walkway will be involved in the repair. This request must include a statement from a licensed plumber indicating the extent of pavement repairs necessary to resolve the problem.

Upon approval of your request, the repair work may begin. All of the expenses for the repairs, including the cost to remove any asphalt and/or concrete, will be borne totally by the property owner with the following exception:

the replacement of the damaged asphalt and/or concrete will be the sole responsibility of the Tuxford HOA's paving contractor in order to maintain Tuxford's accepted paving standards. As a result, all costs relating to this replacement will be borne totally by the Tuxford HOA.

This policy applies only to the replacement of asphalt and/or concrete, and does not apply to any other related costs including replacement or repair of turf or landscaping.

**VILLAGE OF TUXFORD**  
**POLICY STATEMENT**  
**DUMPSTER AND PORTABLE STORAGE UNITS / PODS**

The Village of Tuxford Homeowner Association (“HOA”) has become aware that Village homeowners occasionally have the need to use dumpsters or portable on demand storage units or comparable portable storage units (“PSU’s”) on their property.

The HOA has determined that dumpsters or PSU’s will be permitted for a period of time not to exceed 72 hours provided that the homeowner submits a written request to the Village of Tuxford property manager and receives subsequent approval from the HOA.

The following conditions shall apply:

1. The homeowner must submit a written request to the HOA property manager at least five (5) days in advance of the dumpster or PSU’s arrival. The request must state the arrival date and the removal date of the dumpster or PSU.
2. The HOA, at its sole discretion, may grant an extension or approve placement for a time period greater than 72 hours.
3. The dumpster or PSU must be placed on the driveway and may not be placed on any grassy or other earthen area and may not be placed on the street or any paved area other than the homeowner’s driveway.
4. Damage to the homeowner’s driveway caused by delivery, placement or removal of the dumpster or PSU will be the homeowners responsibility. Any resulting driveway damage will be repaired by the HOA in accordance with its maintenance policies and procedures and billed to the homeowner.

09/13/17



SATELLITE DISH POLICY  
Revised  
Effective December 2017

No resident may install a satellite dish or similar apparatus without the prior written approval of the Village of Tuxford Board of Directors ("Board"). However, it is the desire and intention of the Board to provide such written approval, provided certain conditions are met to prevent roof/exterior damage and to preserve the aesthetic integrity of the community.

It is required that a homeowner first schedule a meeting with the service provider to determine at least two alternative satellite dish placement options. This should be included in the written request submitted to the Board. Please note that the Board may take up to 10 days to review/respond to a satellite dish request. Installation should not be scheduled until the proper request has been submitted AND written approval from the Board has been received.

While the list below is not necessarily all inclusive, the Board will consider the following factors when considering a satellite dish installation request:

1. It is recommended that a satellite dish shall not penetrate the roof shingles or decking. A chimney install is preferable and MAY be considered if no alternatives are available.
2. It is preferable that a satellite dish not be visible from the street and be located in the most inconspicuous place possible.
3. Any approved satellite dish must be removed PRIOR to the sale of the unit at the homeowner's (sellers) expense.
4. Any satellite dish installed without written approval from the Board is subject to removal at the homeowner's expense.
5. Any exterior roof or chimney damage as a result of the satellite dish installation, placement or removal is the homeowner's responsibility.
6. Interior damage to the home, including but not limited to water leaks, as a result of satellite dish installation that penetrates the roof shingles or roof decking will become the responsibility of the homeowner.

# MEMORANDUM

**To: Village of Tuxford Homeowners**  
**From: Board of Directors, Village of Tuxford Homeowner Association**  
**Date: July 12, 2020**  
**RE: Minimum Homeowner Insurance Requirements**

In compliance with the Second Amendment to the Village of Tuxford Covenants, Conditions and Restrictions (CCR) Article II, Section 12, Insurance Required, the Homeowner Association Board of Directors (Board) requires the Board from time to time to set the required minimum monetary coverage for the interior replacement section of each homeowner's HO-6 (or equivalent) insurance policy.

Home values within the Village of Tuxford continue to increase as does the cost of materials and construction resulting in the need for adequate insurance coverage in the event of a property loss. A recent review by your Board has determined that certain homeowners may be under insured in their replacement coverage. As a result of its review, your Board has determined the following minimum replacement coverages will become effective for each homeowner no later than the date of your next annual policy renewal.

**Individual unit with an enclosed sunroom . . . . . \$160,000**  
**Individual unit with a screened porch . . . . . \$150,000**  
**Individual unit with neither a sunroom or porch . . . \$130,000**

These minimum amounts are only for interior replacement coverage and do not include other coverages you may have such as contents, liability, loss assessment, earthquake, etc.

Please keep in mind that the above-referenced minimum requirements are based upon recommendations provided to the Board by insurance professionals, but in no way are these minimum requirements to be interpreted as any sort of guaranty of replacement cost. Neither The Village of Tuxford HOA, nor its Board will be liable in the event that an owner suffers a loss and his/her coverage proves inadequate, even if such coverage was based upon these minimum requirements. Each unit owner is responsible to make sure that they have adequate insurance coverage for their home. As a result, the Board recommends that you, for your own protection, discuss your policy coverage with your insurance agent in advance of your renewal date to amend your policy coverage so you are not under insured in the event of a loss prior to your next policy renewal date.

In accordance with the CCR's, all homeowners are required to have a copy of their current insurance policy on file with the Village of Tuxford Homeowner Association. Please provide a copy of any renewed or amended insurance policy to the Village of Tuxford property manager, Mulloy Properties. As is the normal practice, your policy must include The Village of Tuxford as an Additional Insured or as Loss Payee.

If you have questions, please call Mulloy Properties at 498-2400.