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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

SPRINGHURST, SECTION 15 & 15B

THE VILLAGE OF TUXFORD PHASE 1 & 2

JEFFERSON COUNTY, KENTUCKY

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRINGHURST, SECTION 15 & 15B, THE VILLAGE OF TUXFORD PHASE 1 & 2 (hereinafter "Declaration") is made, imposed and declared as of this 14th day of November, 2023, by The Village of Tuxford Home Owner Association, Inc. (hereinafter the "Association").

WITNESSETH THAT:

WHEREAS, the Association was created by the recording of the Declaration in Deed Book 6904, Page 842, in the Office of the Clerk of Jefferson County, Kentucky; and

WHEREAS, the declaration has been amended by instruments of record in the Office of the Clerk of Jefferson County, Kentucky as follows:

Deed Book 7789, Page 191

Deed Book 9562, Page 681

and

WHEREAS, pursuant to Article VIII, Section 3 of the Declaration, the Declaration may be amended in whole or in part by a recorded instrument signed by at least seventy-five percent (75%) of the Lot owners of the lots subject to this Declaration;

and

WHEREAS, Lot owners of seventy-five percent (75%) or more of the lots subject to this Declaration votes in the Association have voted on and adopted the changes set forth in this Third Amendment to Declaration of Covenants, Conditions, Restrictions as hereinafter set out.

NOW, THEREFORE, The Village of Tuxford Home Owner Association, Inc. hereby declares that all of the property described in this instrument, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

The Village of Tuxford is a zero-lot line, fee simple patio home community in which each unit and the ground on which it is located is owned by the unit resident.

ARTICLE I – PROPERTY SUBJECT TO THIS DECLARATION

Existing Property. The real property which is subject to the Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING A PART OF SPRINGHURST Section 15 & 15B, Lots 1 through 108 as shown on the plat of THE VILLAGE OF TUXORD Phase 1 & 2 Subdivision record in Plat and Subdivision Book 43, Page 46-47 and Subdivision Book 45, Page 21, in the office of the Clerk of Jefferson County, Kentucky.

ARTICLE II – USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family. Said single family dwellings shall be attached to and separated from adjoining residences by party walls on two sides of the structure. The structures are designed for the occupancy of one family, not to exceed one and one-half stories in height and having a single kitchen. All residents of the dwelling, except one resident, must be related by blood, marriage or adoption; it being provided however, that nothing herein contained shall prevent two or three persons from joining together to purchase and share a dwelling unit.

For purposes of the Declaration, there shall be specifically excluded from the meaning of the phrase “private single-family residential purposes”, and shall not be permitted on any lot within The Village of Tuxford, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (a) boarding houses, (b) lodging houses, (c) fraternities or sororities, (d) clubs, (e) hotels, (f) residences or homes for social rehabilitation, (g) nursing home, (h) residences or homes for the aged or infirm, (i) rental property, (j) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody or supervision of such persons, and (k) any “group home” or other similar use as determined by The Village of Tuxford Home Owner Association, Inc.

Section 2. Nuisances. 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.

Section 3. Use of Other Structures and Vehicles.

- (a) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (b) No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle, truck or boat 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, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours.
- (c) No automobile shall be continuously or habitually parked on any street or public right-of-way in the subdivision.
- (d) Dumpsters or portable storage units (PSU) are permitted for a period of time not to exceed 72 hours with prior approval from the Association. Written request must be submitted at least 5 days in advance of dumpster/PSU arrival. The dumpster or PSU must be placed on the driveway and may not be placed on any grassy or earthen area and may not be placed on the street or any paved area other than the homeowner's driveway. Damage to the homeowner's driveway caused by delivery, placement or removal of the dumpster or PSU will be the homeowner's responsibility. Any resulting driveway damage will be repaired by the Association in accordance with its maintenance policies and procedures and billed to the homeowner.
- (e) All loose trash (i.e., papers, plastic bottles, etc.) should be in securely tied trash bags before being placed in the trash container. 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 next week.
- (f) All garage doors shall always remain closed except when required to be open for the entrance or exit of a vehicle housed therein.

Section 4. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or 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 or shall be restrained by a leash.

Section 5. Mail and Paper Boxes; Clothes Lines; Fences; and Walls; Tennis Courts; Swimming Pools; Antennae; and Receivers/Transmitters; Yard Ornaments.

- (a) A mailbox and paper holder selected by the Association will be placed by the Association. No other mailbox or paper holder shall be permitted.
- (b) No outside clothes lines shall be erected or placed on any lot.

- (c) No hedge or fence shall be placed or planted on any lot unless its design and placement of planting are approved in writing by the Association or by any person or association to whom it may assign the right. Fence material to be of wood, masonry (brick, stone or similar material which are laid in and bound together by mortar), composite material or wrought iron, and landscaped. Wood fences may be "natural" or stained. Masonry fences cannot be painted. Wrought iron fences must be black. Wood or composite material fences facing the street shall be four foot in height with shadow box design (unless Homeowner is replacing an existing solid plank fence that was approved previously). Privacy fencing between patios of adjoining units shall be six foot in height. Chain link fences will not be approved. Privacy screens for patios shall not be considered fences, as defined in this paragraph; however, no patio privacy screen shall be placed or erected on any lot unless its design and placement are approved in writing by the Association or by any person or association to whom it may assign the right.
- (d) No tennis court, basketball court or pickleball court shall be erected or placed on any lot.
- (e) No in-ground or above ground swimming pool or hot tub shall be erected or placed on any lot.
- (f) No antennae (except for standard small television antennae) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless (i) the lot owner can show special circumstances requiring the use of extraordinary receivers or transmitters; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain or by fences or other structures; and (iii) its design and placement are approved by the Association or by any person or association to whom it may assign the right. By granting permission to homeowner to erect receivers or transmitters, this shall not be deemed to have waived this restriction as it may apply to other lots in Tuxford. Any exterior roof or chimney damage as a result of the satellite dish installation, placement or removal is the homeowner's responsibility.
- (g) No solar panels shall be erected or placed on any lot or roof unless its design and placement are approved by the Association or by any person or association to whom it may assign the right. The granting of permission to a homeowner to erect or place solar panels shall not be deemed to have waived this restriction as it may apply to other lots in Tuxford. Any exterior roof or chimney damage as a result of the solar panel installation, placement or removal shall be the homeowner's responsibility. Interior damage to the home, including but not limited to water leaks, as a result of solar panel installation that penetrates the roof shingles or roof decking shall be the responsibility of the homeowner.
- (h) No garden of any nature shall be planted, grown, maintained, placed or allowed to remain except that small flower gardens may be permitted provided the size, placement and design are approved in writing by the Association or by any person or association to whom it may assign the right.
- (i) No ornamental garden material or decoration of a non-growing variety shall be permitted unless its design and placement are approved in writing by the Association or by any person or association to whom it may assign the right.
- (j) No ornamental yard objects, statuary or sculpture, etc., shall be placed on any lot unless its design and placement are approved in writing by the Association or by any person or association to whom it may assign the right.

Section 6. Business, Home Occupations. No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

Section 7. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign by a real estate agent or homeowner advertising the sale thereof, which shall not be greater in area than nine square feet each. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 8. Drainage. The drainage of each lot shall conform to the general drainage plans for the subdivision. No storm water drains, roof downspouts, 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.

Section 9. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers provided by the assigned waste management company.

Section 10. Underground Utility Service.

- (a) Each homeowner's electric and telephone utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric (LG&E), AT&T and cable/internet provider, respective points of delivery to the customer's building. Title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne by the homeowner upon whose lot the service line is located.

The electric, telephone, water and sewer easements shown on the plat shall be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof shall be made by any person or homeowner without the express written consent of LG&E, Louisville Water Company and/or Metropolitan Sewer District.

- (b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric or other easement.

In consideration of bringing service to the property shown on this plat, LG&E, AT&T, and cable/internet provider granted the right to make further extension of their lines from all overhead and underground distribution lines.

- (c) Electric, telephone, water and sewer easements dedicated and reserved in this Section 10, and those as shown on a plat for any phase of the Village of Tuxford, shall include

easements for the installation, operation and maintenance of cable television service to the lot, common areas, and recreational facilities, including the underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communications, telecommunications and energy transmission mediums.

Section 11. Rules for Common Areas.

The Homeowner's Association Board is authorized to adopt rules for the use of common areas. Any requested use of a Common Area by a resident must be submitted in writing with full details of the requested use purpose and dates of use and must be approved in writing by the Homeowner's Association Board.

Section 12. Insurance.

- a. The Board of Directors of the Homeowners Association shall maintain in full force and effect at all times property damage insurance on the roofs, exterior doors, windows, all structural components of the buildings, building exterior finishes, building foundations party walls, drywall on interior surfaces of exterior and party walls, and all plumbing, electrical, communication and other utility lines, and services located in either the exterior walls or party walls of the buildings in an amount equal to one hundred percent (100%) of the replacement value thereof which value shall be determined annually by the Board in consultation with its insurance carrier. Replacement value as used herein shall be determined without deduction or allowance for depreciation, but such insurance may contain a deductible amount determined by the Board.

Such coverage shall afford the following minimum protection:

Loss and damage by fire or other hazards covered by the standard extended coverage endorsement, as well as earthquake, vandalism and malicious mischief and such other property damage insurance as the Board considers appropriate.

b. In addition to the insurance set out above, the Board shall also obtain and maintain in full force at all times the following insurance:

- (i) Public utility insurance in such form and in such amounts as may be considered appropriate by the Board.
- (ii) Workers Compensation insurance to the extent necessary to comply with and all applicable laws.
- (iii) Such other insurance as is or shall hereafter be considered appropriate by the Board.

c. All policies purchased by the Board shall provide that same may not be canceled or substantially modified without at least 30 days prior written notice to the Board, all mortgagees of

the Co-Owners and any and all other insureds named thereon. All policies shall contain a mutual waiver of subrogation between the Homeowner Association and all individual lot owners.

d. All premiums for insurance coverage as set out herein shall be a common expense to be paid by the monthly assessments levied by the Homeowners Association against each of the lot owners, provided, that should the amount of any insurance premium be affected by the use of any particular patio home, the owner of such, as the case may be, shall be required to pay any increase resulting from such use.

e. The Board shall have the exclusive authority to adjust any losses under the said insurance policies provided, in no event shall the insurance coverage obtained and maintained by the Homeowner Association be brought into contribution with any insurance purchased by individual patio homeowners or their mortgagees.

f. At his or her own expense, each patio homeowner shall obtain additional insurance upon his or her patio home with coverage of not less than the minimum amounts required by the Board from time to time, and with The Village of Tuxford Home Owner Association, Inc. named as either an individual insured or an additional loss payee, and shall provide earthquake coverage and shall provide a \$25,000.00 loss assessment clause with no deductible limits, provided no such insurance shall decrease the amount the Homeowner Association may realize under any of its insurance policies. All insurance proceeds resulting from damage or destruction payable to patio homeowners and mortgagees shall be deemed assigned to the Board representing the Homeowners Association. Said Board shall immediately deposit all proceeds in a separate account in an insured bank or thrift institution selected by the Board. The Board shall, with qualified supervision, oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as reconstruction and repairs are made only with the approval of a majority of the members of the Board using standard construction disbursement procedures. In the event insurance proceeds are insufficient to cover the costs of reconstruction or repairs relating to the buildings and common areas, such portion of the costs not so covered shall be paid by the patio homeowners as a common expense. The Board is hereby authorized to borrow funds therefore and to amortize the payment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

Section 13. Obligation to Reconstruct or Repair.

If all or any portion of a building or a common area is damaged or destroyed by fire, or other casualty, the Homeowners Association shall promptly rebuild, repair, or reconstruct such building and/or common area in a manner which shall substantially restore same to a like new condition, to include the roof, exterior doors, windows, all structural components of buildings, building exterior finishes, building foundations, party walls, drywall on interior surfaces located in either exterior walls or party walls and all plumbing, electrical, communication and other utility lines, and services located in either the exterior walls or party walls, but excluding all such items located within the unfinished surface of the interior walls, party walls and floors, such as carpet, cabinets,

vanities, mirrors, lighting fixtures, wallpaper, interior walls and doors, built-in appliances, furniture, personal items and all plumbing, electrical, communication and other utility services located within the unfinished surfaces of exterior walls, party walls and floors. Individual homeowners shall be responsible for wall coverings and finishes, interior walls and doors, carpet, and other floor covering, vanities, cabinets, mirrors, window treatments and lighting fixtures plus the furniture, and personal items. All such repairs and replacement shall conform to this Declaration of Covenants, Conditions and Restrictions. Any proceeds from insurance payments for the damage or destruction of the improvements shall be disbursed only to cover the expense of 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 Homeowner Association or the lot owner, as the case may be.

Section 14. Approval of Construction Plans.

No building, fence, wall, structure, addition, alteration or other improvement shall be erected, placed, or altered on any lot nor shall the original exterior architecture, design or color of the structure on any lot, be altered, modified or changed in any manner until the construction plans, specification and a plan showing the grade elevation (including front, rear and side elevation) and location of the structure, fence, wall, addition, alteration or improvement and the type and color of the exterior material shall have been approved in writing by the Association or by any person or association to whom it may assign the right. All additions, alterations, or improvements approved by the Association, or its assignee shall be completed as promptly as circumstances will permit and a required completion date may be set as a condition of approval.

Section 15. Window Treatments.

No drapes, blinds or window treatment of any kind shall be placed on or at any window unless such drapes, blinds or window treatments are white or lined in such a manner so that the window treatments appear to be white from the exterior of the dwelling.

ARTICLE III – SPRINGHURST COMMUNITY ASSOCIATION, INC.

Section 1. Membership in the Community Association.

Springhurst Community Association, Inc. ("Community Association") has been created to maintain certain "Common Property" as defined in the Declaration of Covenants, Conditions and Restrictions dated September 17, 1996, of record in Deed Book 6789, Page 353 in the Office of the Clerk of the Jefferson County, Kentucky ("Master Declaration"). Pursuant to the Master Declaration, every owner of a lot in the Village of Tuxford shall be automatically a Class A member in the Community Association and shall be required to pay to the Community Association on an annual basis the "Maintenance Assessment" as defined herein. By acceptance of a deed,

each owner of a lot in the Village of Tuxford shall comply with the provisions of the Master Declaration as well as the Articles of Incorporation, Bylaws, Rules and Regulations of the Community Association. No owner of a lot in the Village of Tuxford shall be entitled to have Clubhouse membership privileges unless the Community Association determine to make such memberships available and then only on such terms and conditions as the Community Association may require.

Section 2. Maintenance Assessment.

The "Maintenance Assessment" means the annual assessment levied from time to time by the Community Association for the maintenance of the Common Property, but which does not include an obligation or expenses with respect to the Clubhouse.

Section 3. Master Declaration.

The terms and provisions of the Master Declaration are incorporated herein by reference and made a part thereof.

Section 4. Rights, Duties, and Obligations.

Except as set forth above, every lot owner in the Village of Tuxford shall have the same rights, duties and obligations with respect to the Community Association (and the Community Association shall have the same rights, duties and obligations with respect to each such lot owner) as are found in the Master Declaration and the previously recorded Declarations of Covenants, Conditions and Restrictions for other sections of the Springhurst Subdivision. The Community Association shall be responsible for the maintenance of the landscape easements along Springhurst Boulevard shown on the plat of "The Village of Tuxford, Phase I" of record in Plat ad Subdivision Book 43, Pages 46 & 47 in the Office of the Clerk of Jefferson County, Kentucky. The landscaping shall include shrubs, trees, flowers and ground cover which shall be regularly maintained by the cutting of grass, trimming and where necessary replacement of shrubs and trees. The Kentucky Department of Highways and the Jefferson County Public Works and Transportation Department shall have the right to make changes in the maintenance or in the embankment and slopes where necessary to maintain the integrity of the Springhurst Boulevard right-of-way.

ARTICLE IV – HOMEOWNERS ASSOCIATION

Developer has incorporated THE VILLAGE OF TUXFORD HOME OWNER ASSOCIATION, INC., a nonprofit Kentucky Corporation, and has filed and recorded Articles of Incorporation and Bylaws which establish a Board of Directors and officers therefore and the duties for which they are responsible. Every owner of a lot in The Village of Tuxford shall be a Class A member of THE VILLAGE OF TUXFORD HOME OWNER ASSOCIATION, INC, and by acceptance of a deed for any lot agrees to accept membership in, and does hereby become a Class A member of

The Village of Tuxford Homeowners Association, Inc. Such owner and member shall abide by the Homeowners Association's Bylaws, rules and regulations, and shall pay the assessments provided for, when due, and shall comply with all decisions of the Homeowners Association's Board of Directors.

The objects and purposes of the Homeowners Association shall be set forth in its Articles of Incorporation and shall otherwise be to promote the social welfare and serve the common good and general welfare of its members, and shall include maintenance, painting and repair of the building exteriors, roofs, streets and common walkways (not to include walkways that service one unit), of the property and the Homeowners Association shall also be responsible for all lawn and grass mowing. Additionally, the Homeowners Association shall be responsible for maintenance of all sanitary sewers from the Lot line of any Lot to the Louisville and Jefferson County Metropolitan Sewer District's Sanitary Sewer and Drainage Easement line. It shall be the responsibility and right of the Homeowners Association to maintain the building exteriors, roofs, private streets, and common walkways of the property located in The Village of Tuxford, and no homeowner shall paint, repair or replace any of the property for which the Homeowners Association is responsible, this being a function of the Homeowners Association to maintain the uniform appearance of The Village of Tuxford. Every homeowner, by acceptance of a deed for any lot, acknowledges the need and purpose for the common maintenance of The Village of Tuxford, grants the Homeowners Association an easement for ingress, egress and access for the purposes set out herein, in the Articles of Incorporation and the Bylaws of the Homeowners Association, and covenants and agrees to accept and abide by the terms, conditions and provisions of this paragraph.

Each Owner of a unit shall pay to the Homeowners Association monthly maintenance assessments and, when levied, special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided herein and in the Homeowners Association's Bylaws. The monthly and special assessments, together with interest thereon as provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereupon as provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

The assessments levied by the Homeowners Association shall be made and used for the purpose of promoting the health, safety and welfare of the residents of The Village of Tuxford and in particular for the improvement and maintenance of the Property, for services and facilities for the Property, and for the persons residing therein; and improving and maintaining the Property including but not limited to, repair, replacement, painting and making additions to the property and the maintenance of utility services, and other comparable services and benefits; and for the cost of labor, equipment, materials, management and supervision thereof.

Every Lot owner shall pay a monthly maintenance fee on the first day of each month. This maintenance fee shall automatically be charged monthly until the Homeowners Association gives notice of an increase or decrease.

In addition to the monthly assessments authorized above, the Homeowners Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, provided that any such assessment shall have the assent of two-thirds of the votes of the Homeowners Association's voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall set forth the purpose of the meeting.

The Homeowners Association's Board of Directors shall fix the due date and the amount of each assessment against each lot, which assessment period shall be at least 30 days in advance of such due date. At that time the Board of Directors shall prepare a roster of the homeowners and assessments applicable thereto and which it, upon demand, shall furnish to any Owner a certificate in writing signed by an officer of the Homeowners Association setting forth whether his particular assessment has been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. An officer of the Homeowners Association or legal counsel designated by the board shall have the power to file or record a notice of lien, or lis pendens, in the office of the Clerk of the County Court of Jefferson County, Kentucky. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall be enforceable against him.

If an assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the statutory rate of interest applicable to judgments, and the association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided by law, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided to be fixed by the Court, together with the cost of the action, including all court costs and reasonable attorney's fees.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot subject to assessment; provided that such subordination shall apply only to the assessments which have become due and payable prior to a sale, or transfer of such property pursuant to a judicial enforcement of the mortgage, or any proceeding in lieu of foreclosure and not to any assessments which became due thereafter, and

provided further that a purchaser for value without notice shall not be bound by delinquent assessments unless due notice is filed as provided herein above.

Common Properties shall be exempt from the assessments and the charge and lien created hereby.

ARTICLE V – DEDICATION OF ROADS

No road shall be dedicated to a unit of local government without the consent of the owners of all lots abutting said road and without the acceptance by the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The provisions contained in this ARTICLE V shall not be amended by the Homeowners Association without approval from the Louisville and Jefferson County Planning Commission.

ARTICLE VI – PARTY WALLS

Walls between adjoining residential structures shall be party walls. With respect to a party wall adjoining a residence the owner of the residence shall have the following rights against the other owner adjoining the party wall and shall be subject to the corresponding duties to the other owner adjoining the party wall.

- (a) The right to have the other owner adjoining the party wall bear half of the expenses of maintaining the party wall.
- (b) The right to have the other owner adjoining a party wall bear one-half the expense of repairing or rebuilding a party wall damaged or destroyed by any cause whatsoever, except that when such damage or destruction results from the negligence of either owner adjoining the party wall, the entire expense of repair or replacement shall be borne by the negligent party.
- (c) The right at reasonable times 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.
- (d) The right to have the other owner adjoining the party wall refrain from altering or changing the party wall in any manner, interior decorations excepted.
- (e) The right to an easement for party wall purposes in that part of the premises of the other owner on which the party wall is located.

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Section 2. Severability Invalidation 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.

Section 3. Restrictions Run with Land. Unless canceled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot and all parties claiming under them, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the lot owners subject to this Declaration has been recorded in the aforesaid Clerk's office, agreeing to change this Declaration in whole or in part and the term hereof.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Community Association or the Homeowners Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither the Directors or officers of the Homeowners Associations shall be personally liable to the homeowners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The homeowners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any homeowners relating to the property, or any questions or interpretation or application of the provisions of the Declaration of the Bylaws, the determination thereof by the Board shall be final and binding on each and all such homeowners.

Section 7. Leasing or Renting. Effective January 1, 2002, no owner of a lot may rent or lease same unless (a) the owner held legal title to the lot prior to January 1, 2002 and the lot was being used for rental purposes on January 1, 2002, (b) the lot is leased to a member of the owner's immediate family (parents, grandparents, children and grandchildren), (c) the owner or owner's spouse is transferred by his or her employer to a location more than 50 miles from the County Courthouse in Jefferson County, Kentucky, (d) the owner moved to a nursing home or extended care facility, (e) the owner dies and there is no surviving spouse who resided with the deceased at time of death.

Upon the occurrence of c, d, or e above, a lot may be leased or rented for a total period of time not to exceed two (2) years and a lease or rental agreement entered into upon the occurrence of a, b, c, d, or e shall be subject to the following restrictions:

- i. A fully executed copy of any proposed lease shall be delivered to the Board ten (10) days before the term is to begin; and
- ii. Any such lease or rental agreement shall be subject to the Declaration of Covenants, Conditions and Restrictions ("the restrictions") for The Village of Tuxford, as amended.

WITNESS the signature of the Association by its duly authorized representatives as of this 14th day of November, 2023.

**THE VILLAGE OF TUXFORD
HOME OWNER ASSOCIATION, INC.**

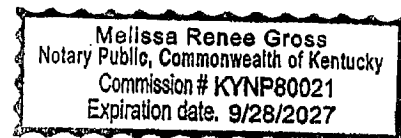
Gail Mansfield
By: Gail Mansfield, President

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON) SS:

The foregoing instrument was acknowledged, subscribed and sworn to before me, this 14th Day of November, 2023, by Gail Mansfield, President of The Village of Tuxford Home Owner Association, Inc. a Kentucky non-profit corporation, on behalf of the corporation for the uses and purposes set forth in the instrument.

Melissa Renee Gross
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: September 28, 2027
Notary ID # KYNP80021



INSTRUMENT PREPARED BY:

Kerry J. Butler
KERRY J. BUTLER
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