

Who we are...

The Petersburg Estates Association is comprised of 221 houses within the Petersburg neighborhood, which is south of I-264. The lush trees and foliage that adorn the neighborhood create a canopy that exudes southern elegance and charm.

Since the inception of the Petersburg Estates neighborhood, residents have established a homeowners association to transform their community into a deed-restricted area. Following the establishment of the association, a Board was formed to ensure the integrity and property value of the homes within the Petersburg Estates neighborhood.

The Petersburg Estates Homeowners Association has been instrumental in maintaining and enforcing deed-restricted policies. Additionally, they have been actively involved in ensuring that all residents have a voice in the decision-making processes that affect our community.

We are the Petersburg Estates Homeowners Association,

Where Pride Reside!

Contact Us

Petersburg Estates Homeowners Association

P.O. Box 39474

Louisville, Kentucky 40233-9474

Phone: 502.551.3947

Email: petreasurer@gmail.com

Website: petersburg-estates.com



PETERSBURG ESTATES ASSOCIATION HANDBOOK

Where Pride Resides
March 2026

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For Your Information...

Petersburg Estates Homeowner's Association Board can be found on the Petersburg Estates Website: petersburg-estates.com

Louisville Metro Council Contact for District 10

Josie Raymond 502.574.1110

601 W. Jefferson Street, Louisville, Ky 40202

Louisville Police Department/Six Division

502.574.2187

Metro Police non-emergency

502-574-1111

Metro Police Anonymous Tip-line

502.574.5673

Louisville Water Company

Water Main Break call

502.583.6610/Press 2

Account Info call

502.583.6610/Press 4

Metropolitan Seward District

502.589.1444

Louisville Gas & Electric

502.589.1444/Press 1

Metro Animal Services

502.363.6609

Jefferson County Public Schools/JCPS

502.313.4357

Website: jefferson.kyschools.us



Where Pride Resides

ARTICLE XI - WAIVE OF NOTICE

Whenever any notice is required to be given by law or under the provisions of the Article of Incorporation of the By-laws of the Association, a waiver thereof signed by the persons or person entitled to such notice whether before or after the same state therein shall be deemed equivalent to the giving of notice

ARTICLE XII - AMENDMENT TO THE BY-LAWS

The By-laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Directors at any regular meeting or any special meeting. If the By-laws are to be altered, amended or repealed at a special meeting at least five days written notice is given with the intention to alter, amend or repeal or to adopt new By-laws at such meeting.

XIII - MISCELLANEOUS

All construction and repairs to streets, lights, drains and other common property shall be performed by a recognized bonded contractor. Written bids for construction shall be required for all work over the sum of \$1,000.00. The contractor submitting the lowest and best bid which meets the standard and specifications set by the corporation shall be engaged to perform the work after being approved by the Board of Directors. Where the work is to be performed by an established publicly or privately owned utility or governmental agency and the type of service is peculiar or unique, bids shall not be required.

The Pavilion Usage

Rules and Regulations for Use of Pavilion

1. **The Pavilion may only be used by homeowners who are current with their homeowner dues.**
2. **Pavilion is for personal use only. No community-wide events or advertised events are allowed.**
3. **The homeowner must purchase event insurance and provide documentation of insurance before final approval of use.**
4. **No alcohol allowed.**
5. **No illegal activity allowed.**
6. **Cleanup is the homeowner's responsibility. A minimum charge of \$250.00 will be applied if the pavilion and surrounding area are not cleaned following use. The homeowner must remove all trash and trash bags.**
7. **Hours are seasonal. (8:00 a.m. until 7:00 p.m. or closing at dark.)**
8. **No vendors allowed.**
9. **Parking is limited to the enclosed area. No street parking allowed.**
10. **Portable bathrooms are recommended.**
11. **No pets allowed except service animals.**
12. **A Board member will open and close the gate and turn the power on and off.**

Pavilion Usage, please go to the Petersburg Estates Website

PETERSBURG ESTATES AMENDED DECLARATION OF RESTRICTIONS

Indian Trail Area

Section 2, Project No. Ky R-69

AMENDED DECLARATION OF RESTRICTIONS

Indian Trail Area

Section 2, Project No. Ky. R-69

WITNESS: WHEREAS, the Declaration of Restrictions for Indian Trail Area, Section 2, Project No. Ky. R-169 (now known and subsequently referred to herein as "Petersburg Estates") filed of record with the office of the County Clerk of Jefferson County, Kentucky in Deed Book 4804, page 572, provides that the restrictions and covenants therein may be changed in whole or in part by a vote of the owners of the majority of the land area subject to said restrictions and covenants;

WHEREAS, The Declaration of Restrictions for Petersburg Estates, dated August 27, 1974 referred to above, were amended by vote of the owner of the majority of land area subject to said restrictions, said amended Declaration of Restrictions dated November 29, 1990, recorded in the Office of the Jefferson County Clerk in Deed Book 6016, Page 451.

WHEREAS, this amendment to the Master Deed for Petersburg Estates is made at the direction of the Petersburg Estates Homeowner's Association, Inc., a Kentucky non-profit, non stock corporation whose mailing address is 4903 Bold Court, Louisville, KY 40218, as an amendment to the master deed referred to above, as amended,

WHEREAS a majority of the owners of the majority of land area of Petersburg Estates is desirous of changing certain aspects of the Master Deed, as amended, and the Petersburg Estates Homeowner's Association, Inc. having obtained approval of a said majority, the Master Deed is hereby amended as follows, and all such property shall be owned, held, used, conveyed and occupied subject to the restrictions and conditions set forth in these amendments, as if these restrictions and conditions were included and made a part of the Master Deed.

NOW, THEREFORE, the undersigned do thereby change the original Declaration of Restrictions as follows:

SECTION I

1. No building or dwelling shall be erected on any lot until the building specifications and plot plans showing the location of such building have been approved in writing by the Petersburg Estates Homeowners Association, Inc., or by a designated committee thereof.

Section #2 of the Amended Declaration of Restriction recorded in Deed Book 6016, page 451 is amended to add the following language:

2. No lot shall be used except for residential purposes. No building shall be erected, altered or placed on any lot other than one single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No lot shall be re-subdivided into smaller parcels for the purpose of erecting any dwelling thereon.

Lots must be rented in their entirety; no fraction or portion may be rented. All leases for rental executed after this amendment is recorded in the Office of the County Clerk, shall be in writing and shall be for an initial term of no less than six months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by Board, shall be given to the Board by the lot owner within ten days of execution of the lease. No lot may be rented as a bed and breakfast, nor advertised as such. All provisions of this section not inconsistent with this amendment shall remain in full force and effect.

ARTICLE VII - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section III. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the Association in such banks, trust companies or such depositories as the Board of Directors may select.

Section IV. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, or bequest for general purposes or for any special purpose of the Association.

ARTICLE VIII - BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its members of the Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the principle office a record giving the names and addresses of the members of the Association entitled to vote. All books and records of the Association may be inspected by any active member or his agent or attorney for any purpose or at any reasonable time upon written notice give five days in advance.

ARTICLE IX- FISCAL YEAR

The fiscal year of the Association shall begin on the 1st of May and end the last day of April of each year.

ARTICLE X - ASSESSMENT AND COLLECTION

OF MEMBERSHIP DUES PERTAINING TO SMALL CLAIMS COURT

Section I. The assessment shall be semi-annual, payable in advance on the 1st day of May and November each year, with the amount of the assessment to be determined by resolution of the Board of Directors subject to the limitations set forth in Article III, Section VI of the Articles of Incorporation. Members' accounts remaining unpaid shall become delinquent at the end of 30 days from the then current assessment date and shall bear a \$2.00 per month fee on any unpaid balance which shall accrue the 1st day of each month until the account is paid in full.

Section II. Members having delinquent accounts shall receive two (2) written notices of their delinquency. The first notice shall be given at the end of 3 months of the date payment was first due. In addition, they shall be entitled to receive notice of the Associations intention to file sit in Small Claims Court to collect the delinquency at least 30 days prior to the Association taking such action. However, nothing herein shall restrain the Association from taking any action to record notice of a lien when such is necessary in order to preserve the Association's legal right to receive payment.

Section III-1 (d) of the Amended Declaration of Restrictions recorded in Deed Book 6016 Page 451 is amended as follows:

The annual assessment on any lot shall not exceed the sun of \$400.00. Further, any increase in the current assessment of \$175.00 must be approved by the Board of Directors and may not be increased more than \$100 per year until reaching the sum of \$400.00. Failure of any lot owner to pay lot owner to pay the annual assessment within 30 days after it becomes due shall incur a penalty of an additional \$100.00. All provisions of this section not inconsistent with this amendment shall remain in full force and effect.

ARTICLE VI – COMMITTEES

Section I. Committees of Directors. The President of the Board of Directors, or the Board of Directors by resolution, may designate one or more committees each of which may consist of two or more Directors which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association, but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any responsibility imposed upon it or him/her by law.

Section II. Term of Office. Each member of a committee shall be appointed chairman by the President of the Board of Directors as such until the next annual meeting of the members of the Association and until his successor is appointed unless the committee shall be sooner terminated or unless such member shall cease to qualify as a member thereof.

Section III. Chairman. One member of each committee shall be appointed chairman by the Chairman of the Board of Directors.

Section IV. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in case of original appointments.

Section V. Quorum. Unless otherwise provided by a resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and an act of the majority of members present at a meeting at which a quorum is present, shall be the act of the committee.

Section VI. Rules. With the approval of the Board of Directors, each committee may adopt rules for its own government not inconsistent with these By-laws or wit rules adopted by the Board of Directors.

ARTICLE VII - CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section I. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association in addition to the officers so authorized in these By-laws, to enter into ay contract execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section II. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer and counter-signed by the President or the Vice-President in the absence of the President.

3. The following building requirements are imposed for all residences, and structures incidents thereto, erected subsequent to the filing of this Amended Declaration of Restrictions with the County Court Clerk of Jefferson County, Kentucky, excepting only: 1) structures erected as of the date of filing; and 2) structures to be erected upon lots for which the Jefferson County Department of Community Development has, as of the date of filing, accepted an offer of purchase, and in conjunction therewith, has approved the building plans for said structures:

- (a) The ground floor area of the main residential structure measured on the exterior, from wall to wall, shall not be less than 1,100 square feet for a single home, nor shall it be less than 900 square feet for a bi-level, one and one-half story or two story home. The total floor area of a tri-level shall not be less than 1400 square feet. All residential structures shall be built of 50% brick, brick veneer, stone(or stone veneer. The facing of each garage shall be constructed of the same material as the residence that it serves. All new structures shall meet HUD and FHA requirements for single-family residences, with the exception that no structure shall be built on a slab foundation.
- (b) The front wall of each residence, exclusive of any projection open porch or bay, must set back at least twenty-five (25) feet from the front property line of the lot. On corner lots bounded by two streets, the improvements must be set back at least twenty-five (25) feet from the side street line. No building shall be located nearer than five (5) feet to an interior lot line, except that no side yard shall be required for a garage located twenty-five (25) feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For purposes of this restriction, eaves, steps, open porches, and open carports shall not be considered a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. No noxious or offensive trade or activity shall be carried on upon the property described herein, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or for residential purposes, either temporarily or permanently. No structure shall be moved onto any lot at any time unless it shall conform to the restrictions herein set out, and no house shall be moved from any other location to any lot in the subdivision.

ARTICLE V – OFFICERS

Section 1. The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer. The office of Secretary and Treasurer will be held by different persons. The Board of Directors may elect or appoint such other officers and assistants shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors.

Section II. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Officers shall be resident active members of the Association. If the election of officers shall not be held at the annual meeting, such election shall be held as soon thereafter as possible. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successors shall have been duly elected and shall have qualified.

Section III. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to any rights, in any, of the office so removed.

Section IV. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/She shall preside at the meetings of the members and of the Board of Directors. He/She may sign with the Secretary, or any other office of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or any other instruments which the Board of Directors have authorized to be executed, and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. At each annual meeting of the Board of Directors, he/she shall cause to be submitted a complete and detailed report of the Association for the year, and of its financial condition.

Section V. Vice-President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President shall perform the duties of the President and when so acting shall have all the powers of and be subject to the restrictions upon the president. The Vice-President shall perform such other duties from time to time as may be assigned to him/her by the President or the Board of Directors.

Section VII. Secretary. The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of the By-laws or as required by law; by the custodian of the corporate records; keep a register of the post office address of each member of the Association which shall be furnished to the Secretary by each member, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

7. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Barns or any other unsightly structures are not permitted. Dog houses shall not be kept in front or side yards. Dog runs will not be permitted. All dogs, when outside their owners' backyards, shall be restrained on a leash.

8. Access or driveway approaches to one entrance of every dwelling unit from a street shall be required. There shall be a minimum of one off-street automobile parking space for each dwelling unit. Said access shall be paved, hard surface material, including the apron from the street, to conform to County codes.

Part A #9 (Declaration of Restrictions recorded in Deed Book4204, Page 572) us amended as follows;

Removes any language or reference providing that a minimum number of trees be planted on a lot, and removes any requirement of diameter of a base for any tree planted. All provisions of this not inconsistent with this amendment shall remain in full force and effect.

9. All front yards shall be sodded. Corner lots shall be sodded facing both streets, and all other lot area shall be seeded and fertilized. There shall be a minimum of two trees, of a variety that will provide protective shading, on every lot. Said trees shall be a minimum of two and one-half inches in diameter at the base.

Section 1, #10 of the Amended Declaration of Restriction recorded in Deed Book 6016, Page 451 is amended as follows;

10. The overhauling of automobiles and other vehicles, storage of junk or small trailers or other unsightly objects in plain view is prohibited. No vehicle shall be regularly or habitually parked on any street and every lot shall contain adequate facilities for off-street parking for all vehicles kept on the premises. **Eliminate the word "small; when referencing trailers and to provide that trailers may be parked in driveways only. All provision of this not consistent with this amendment shall remain in full force and effect.**

11. No fences or hedges used as fences shall extend beyond the front building line of any interior lot or beyond the front and side building lines of any corner lot. No solid fences which prevent the free passage of air shall be erected and no fence shall be higher than six (6) feet.

ARTICLE IV - BOARD OF DIRECTORS

Section I. General Powers. The affairs of the Association shall be managed by its Board of Directors. Director shall be resident active members in good standing of the Association.

Section II. A director shall hold office for two years except the three Directors receiving the fewest votes shall serve one year. These three Directors shall be subject to another election for two year terms at the second annual membership meeting in order that in future years no more than four vacancies will occur each year.

Section III. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this By-law and within the same place as the annual meeting of the members. The Board of Directors may provide by resolution the time and place for holding of additional regular meetings of the Board without other notice than such resolution.

Section IV. Special Meetings. Special meeting of the Board of Directors may be called by or at the request of the President or a majority of Directors.

Section V. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by telephone or by written notice delivered personally to each Director at his/her address as shown by the records of the Association.

Section VI. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section VII. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section VIII. Vacancies. Vacancies in the Board of Directors shall be filled by its Board of Directs, and a Director so appointed shall hold office until his successor has been elected and installed. His successor shall be elected at the next annual meeting of members.

Section IX. Compensation. Directors as such shall not receive a stated salary for their services, but by resolution of the Board of Directors, they may be reimbursed for any special expenses incurred by them on behalf of the Association.

SECTION II

Part B is hereby changed by being deleted in its entirety and by the following being inserted in its place:

Except for the lots presently utilized by Forest Baptist Church (lots 95-100) and Newburg Apostolic Church (lots 128-130), no lot(s) shall hereafter be used except for residential purposes. However, residences may be used by their owners as in-home offices or businesses, provided:

- (a) No signs, displays or other demarcations are erected or used on the exterior of the residence to advertise or identify the office or business; and
- (b) the operation and/or existence of the office or business does not unreasonably interfere with the quiet and beneficial enjoyment or adversely affect the residential character of the surrounding properties.

There is specifically reserved to the Petersburg Homeowners Association, a successor thereof, or to a neighborhood committee or organization consisting of lot owners in Petersburg Estates, the right to construct and erect upon the common areas structures and facilities for the communal use and enjoyment of the Petersburg Subdivision residents.

SECTION III

Part C is hereby changed by being deleted in its entirety and by the following paragraphs being inserted in its place:

1. The Petersburg Homeowners Association, Inc. ("Association"), upon satisfaction of the conditions set forth in Part C 2, below, shall forth right be vested with, and granted the authority to exercise, the following powers with respect to the property located in Petersburg Estates:

(a) The power and authority to enforce all restrictions and covenants of record affecting property in Petersburg Estates including the restrictions and covenants set out in the Declaration of Restrictions filed of record in Deed Book 4804, page 72; the restrictions and covenants set forth in this Amended Declaration of Restrictions; and, those covenants and restrictions as may subsequently be enacted by the Association in accordance with its Articles of Incorporation and Bylaws.

(b) The maintenance of common areas and paved areas located in Petersburg Estates which are not maintained by Jefferson County, the City of Louisville or other governmental entity.

ARTICLE III - MEETINGS OF ACTIVE MEMBERS

Section I. Annual Meeting.

An annual meeting of the active members of the Association shall be held on the third Saturday in the month of March in each year, between the hours of 9:00 a.m. and 2:00 p.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the active members as soon thereafter as possible.

Section II. Special Meetings.

Special meetings of the membership may be called by the President, a majority of the Board of Directors, or on petition, in writing, of 25% of the active members of the Association.

Section III. Board of Directors.

The Board of Directors may designate any place within Jefferson County, Kentucky as the place of meeting for any annual meeting or for any special meeting.

Section IV. Notice of Meetings.

Written or printed notice stating the place, day and hour of a meeting of active members shall be delivered, either personally, by email(peboard@insightvb.com), or by mail, to each member entitled to vote at such meeting, not less than five or more than 35 days before the date of the annual meeting, or not less than five or more than 35 days before the date of a special meeting. Because members may sell their homes to new members, but such notice shall be deemed given when it has been delivered to the residence of the member. In case of a special meeting, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the record of the association with postage thereon prepaid.

Section V. Quorum.

One-fourth of the active members present consist in person or represented by proxy shall constitute a quorum for any meeting of the active membership.

Section VI. Proxies.

At any meeting of the active members of the Association, and active member entitled to vote may vote by proxy executed in writing by the active member or by his duly authorized attorney in fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

Section VII. Voting by mail.

When Directors or officers are to be elected by members, such election may be conducted by mail in such manner as the Board of Directors, by resolution, shall determine or email.

(c) The installation, implementation or maintenance of any utilities or services which substantially affect property in Petersburg Estates, which are not provided by the City of Louisville, Jefferson County or other governmental entity.

(d) Power to levy assessments in accordance with its Articles of Incorporation and Bylaws for the operation of Petersburg Homeowners Association, Inc. and to carry out its duties and responsibilities in accordance with this Amended Declaration of Restrictions. Each lot and/or dwelling owner may be subject to an improvement and maintenance assessment to be paid by the lot and/or dwelling owner to the Association at times and in amounts to be determined in accordance with the Association's Articles of Incorporation and Bylaws. Every assessment so made shall be applied equally to each lot and shall constitute a lien against the real property and improvements thereon, if any, but said lien shall be subordinate in priority to the lien of any first mortgage or ad valorem taxes on any property which is subject to such assessment. The lien against such assessment shall be enforceable against the real property as other liens against real estate by foreclosure or may be collected as other claims for money due.

(e) Power, subject to the Association's Articles of Incorporation and Bylaws, to perform necessary property maintenance upon any property subject to this Amended Declaration of Restrictions in order to prevent the occurrence of blight and the depreciation of property values of other property in Petersburg Estates. Property maintenance shall include but not be limited to the mowing of grass, removal of dead trees and shrubbery, removal of trash, painting and tuck pointing the exterior of residences, maintenance and repair of gutters, downspouts and roofs. The Association may, as prescribed by its Bylaws, give notice in writing to a lot or dwelling owner to correct any deficiency in the maintenance of such owner's property and in the event that such owner shall default in correcting any deficiency the Association may make such corrections. In undertaking to make the necessary corrections the Association shall have the status of a contractor under KRS 376.010 et seq. The cost for any corrections so made shall become a lien upon the owner's property upon the filing of a mechanic's lien statement.

In addition to any remedy or penalty set forth in the Deed of Restrictions and all Amendments thereto, for enforcement of any clause therein, including the powers set forth in Section III, I (e) of the Amended Declaration of Restrictions recorded in Deed Book 6016, Page 451, the failure of any lot owner to adhere, remedy and comply with any provision of Deed of Restrictions, as Amended, within 30 days after written notice by the Board of Directors to the Lot Owner, of any failure or violation, shall carry with it a fine of \$50 per day, until remedied and the cost of any legal fees and court costs incurred by the Petersburg Estates Homeowners Association, Inc. Further the Petersburg Homeowner's Association, Inc., shall have authority to assert a lien against any lot owner for any unpaid penalties and legal charges.

ARTICLE I – OFFICES

The principle office of the corporation shall be located in Louisville, Jefferson County, Kentucky. The corporation may have such other offices as the Board of Directors may determine.

The corporation shall have and continuously maintain a registered office and a registered agent in the State of Kentucky. The registered office may be, but need not be, identical with the principle office in the State of Kentucky, and the address of the registered office may be changed from time to time by the Board of Directors.

Article II - MEMBERS

The Association shall consist of the following classes of members:

Section I. Active Members. The active membership shall consist of record homeowners located within the Petersburg Estates subdivision who shall have and enjoy the rights and privileges of membership in the Association as set forth in Article IV of the Articles of Incorporation, as amended October 13, 1990. The right of active membership requires the homeowner to be current with their assessment.

Section II. Associate Members. Individual families residing within Petersburg Estates Subdivision under a landlord tenant contract with an active member of the Association, may, on election to associate membership by the Board of Directors, enjoy the right and privileges of associate membership. Associate members shall have no right to vote and shall not be subject to assessment under Article III.

Section III. Suspension. The Board of Directors may suspend the voting rights of active members for cause and for default in the payment of dues and assessments for the period fixed in Article IX of these By-laws and after appropriate hearing. The Board also may suspend and terminate the membership of an associate member for cause and default in payment of dues and assessments under Article X of these By-laws.

Annual Assessment

The annual assessment on any lot shall not exceed the sum of \$400.00. Further, any increase in the current assessment of \$175.00 must be approved by the Board of Directors and may not be increased more than \$100 per year until reaching the sum of \$400.00. Failure of any lot owner to pay lot owner to pay the annual assessment within 30 days after it becomes due shall incur a penalty of an additional \$100.00. All provisions of this section not inconsistent with this amendment shall remain in full force and effect.

(f) Such additional powers granted to Petersburg Homeowners Association by its Articles of incorporation or later adopted by amendment to its Articles.

2. The power and authority of the Petersburg Homeowners Association, Inc. to exercise those powers enumerated in section C1, above, shall be contingent upon, and subject to, the Petersburg Homeowners Association, Inc. performing the following by January 1, 1991:

(a) Amendment to its Articles of Incorporation and Bylaws to admit as voting members of the Association all owners holding by deed or under contract for sale real property in Petersburg Estates, and to permit all persons residing upon said property pursuant to a lease agreement to join as non-voting members. Each property shall be entitled to one vote cast by its owners.

(b) Amendment to its Articles of Incorporation whereby the Association undertakes and assumes the responsibility of exercising the powers and authority granted to it in this Amended Declaration of Restrictions and in other restrictive covenants which may hereafter be enacted with respect to Petersburg Estates, and of exercising all such power and authority which may hereafter, through the operation of conditions, covenants, restrictions, reservations, or charges pertaining to the same, be placed upon or submitted to the jurisdiction of Petersburg Homeowners Association, Inc. and which are (a) determined to be within the jurisdiction of the Association by resolution of the Board of Directors of the Association.

(c) Ratification or approval by a majority of the Association's members, i.e. a majority of the owners of Petersburg Estates with each lot entitled to cast one vote, of the amendments and resolutions adopted by the Association in order to undertake compliance with subparagraphs (a) and (b) above.

**PETERSBURG
ESTATES
HOMEOWNERS'
ASSOCIATION
BY-LAWS**

SECTION IV.

The following paragraphs of Part D. are deleted: 1 and 3. The following paragraphs are hereby inserted into Part D:

1. **Term.** The restrictions and covenants set forth in the original Declaration of Restrictions which survive, and the restrictions and covenants contained in, this Amended Declaration of Restrictions, are hereby declared to be covenants running with the land until January 1, 2035, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless deleted, amended, or supplemented by an instrument signed by a majority of the then owners of the dwellings and/or lots in Petersburg Estates.
2. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. The changes undertaken herein to the original Declaration of Restrictions shall be deemed dependent upon the validity of the changes. In the event that any change hereunder is determined to be invalid, the most closely corresponding provision, in whole or in part, of the original Declaration of Restrictions, if any, shall be revived.
3. These amendments to the Declaration of Restrictions, having been approved by the owners of the majority of the land area situated in Petersburg Estates Subdivision shall run with the land, and shall be binding upon all owners of property located in Petersburg Estates, to wit:

A tract of land subdivided into a subdivision, and known as Indian Trail Area, Section 2, Project No. Ky. R-69, plat of which is recorded in Plat and Subdivision Book 31, page 84, of record in the office of the Clerk of The County Court of Jefferson County, Kentucky; said tract having been further subdivided into lots owned by the below listed individuals and entities:

WITNESS my hand on the 21 day of January 2026

PETERSBURG ESTATES HOMEOWNER'S ASSOCIATION
BY: Wanda M. Carson
IT'S Secretary

COUNTY OF JEFFERSON)

STATE OF KENTUCKY)

) SS:

Subscribed and sworn to and acknowledge before me by Wanda M. Carson as Secretary of the Petersburg Estates Homeowner's Association on this the 21 day of January, 2026.

My Commission expires : July 22, 2029

Richard H. Shuster

NOTARY PUBLIC

STATE AT LARGE KENTUCKY

KYNP 32035