

DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK 40 PAGE 64, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY.

WITNESSETH: That whereas The Brownsboro Group, Inc. is the owner of all of the lots in the aforesaid Subdivision, it does hereby place the following restrictions on same:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive on one story open porches and garages, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet on first floor for a dwelling of one and one half story, nor less than 900 square feet for a two story dwelling.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except a garage or carport may be attached to the residence. All driveways shall be of hard wearing surface, such as concrete or asphalt.
4. All receptacles for United States mail, newspapers, etc., shall be uniform and shall be subject to approval by The Brownsboro Group, Inc. until such time as Brownsboro Glen Subdivision is turned over to the Brownsboro Glen Homeowners Association, Inc.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines of any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
6. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of pickets,

slats or hedge and shall not be over six (6) feet in height. Privacy fences around pool or patio areas inside the rear lot area and no closer than five (5) feet to side of rear property line may be built of pickets or slats or other material not to exceed six (6) feet in height.

7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. Commencing January 1, 1996, all lots in Brownsboro Glen that are not owned by The Brownsboro Group, Inc. shall be subject to an annual maintenance charge of Sixty (\$60.00) Dollars. This amount will be due and payable on the first day of January of each year and will be payable to The Brownsboro Group, Inc., as trustee until such time as Brownsboro Glen Subdivision has been turned over to the Brownsboro Glen Homeowners Association, Inc. After Brownsboro Glen is turned over to the Brownsboro Glen Homeowners Association, Inc. the amount of the maintenance charge shall be set from time to time by the Brownsboro Glen Homeowners Association, Inc. and shall be set at the amount estimated by the Brownsboro Glen Homeowners Association, Inc. to be required to provide for the keeping up and maintaining streets, storm drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on plat of BROWNSBORO GLEN SUBDIVISION, recorded in Plat Book 40 Page 24, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and in general caring for the needs and beautification of Brownsboro Glen. The maintenance fees so collected shall be expended for the foregoing purposes. The Brownsboro Glen Homeowners Association, Inc. will assume the obligation to maintain open spaces, retention basins, drainage easements and/or other areas not used as building sites and such maintenance obligations shall continue until assumed by units of local government.

3-18-99  
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No common area shall be dedicated to a unit of local Government without the acceptance of the unit of local Government involved and of the Louisville and Jefferson County Planning Commission. The Brownsboro Glen Homeowners Association, Inc. cannot amend this restriction without approval of the Louisville and Jefferson County Planning Commission.

9. Each property owner's electric service lines shall be underground throughout length of service line from Louisville Gas and Electric's point of delivery to customer's building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no

encroachment herein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.

10. 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.
11. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

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.

No trailer, truck, pick-up trucks, commercial vehicle, camper, camping vehicle 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. No trailer, boat, truck or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

12. 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 that 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.
13. After the construction of a residence, the builder shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The builder shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.
14. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deemed appropriate, including mowing,

in order to make the lot neat and attractive, and owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder shall confine construction debris to the lot under construction, such debris shall be removed upon completion of construction.

15. 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 for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers by applicable zoning regulations.
16. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.
17. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall be kept in sanitary containers.
18. 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.
19. The Brownsboro Group, Inc. shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.
20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
21. Invalidation of any 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.
22. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date this document is recorded, after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Brownsboro Glen have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions

and with the approval of HUD/FHA. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

IN TESTIMONY WHEREOF witness the signature of The Brownsboro Group, Inc., this 16th day of March, 1994.

THE BROWNSBORO GROUP, INC.

BY:

*R. Thomas Blackburn, Jr.*  
R. THOMAS BLACKBURN, JR.,  
Attorney and Secretary/Treasurer

SUBSCRIBED and SWORN to before me by R. THOMAS BLACKBURN, JR., Attorney for and Secretary/Treasurer of THE BROWNSBORO GROUP, INC. this 16th day of March, 1994 and acknowledged to be his act and deed on behalf of the corporation.

My commission expires: 2-16-97.

*Rosemary Payne Hall*  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

*R. Thomas Blackburn, Jr.*  
R. THOMAS BLACKBURN, JR.  
Attorney at Law  
P. O. Box 3844  
Louisville, Kentucky 40201  
(502) 583-6384

34435

Document No: 1994034435  
Lodged By: RAINEY  
Recorded On: Mar 18, 1994 09:31:04 A.M.  
Total Fees: \$13.50  
Transfer Tax: \$.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: GLORIA

END OF DOCUMENT

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DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION,  
SECTION 2, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK  
*RJB* ~~42~~ <sup>42</sup> ~~58~~ <sup>58</sup> PAGE ~~58~~, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF  
JEFFERSON COUNTY, KENTUCKY.

WITNESSETH: That whereas The Brownsboro Group, Inc. is the owner of all of the  
lots in the aforesaid Subdivision, it does hereby place the following restrictions on same:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive on one story open porches and garages, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet on first floor for a dwelling of one and one half stories, nor less than 900 square feet for a two-story dwelling.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and shall be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except a garage or carport may be attached to the residence. All driveways shall be of a hard wearing surface, such as concrete or asphalt.
4. All receptacles for United States mail, newspapers, etc., shall be uniform and shall be subject to approval by The Brownsboro Group, Inc. until such time as Brownsboro Glen Subdivision is turned over to the Brownsboro Glen Homeowners Association, Inc.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines of any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
6. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of 1"

x 6" wood slats, shadow box type construction, or hedge and shall not be more than four (4) feet in height.

7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. Commencing January 1, 1996, all lots in Brownsboro Glen that are not owned by The Brownsboro Group, Inc. shall be subject to an annual maintenance charge of Sixty (\$60.00) Dollars. This amount will be due and payable on the first day of January of each year and will be payable to The Brownsboro Group, Inc., as trustee until such time as Brownsboro Glen Subdivision has been turned over to the Brownsboro Glen Homeowners Association, Inc. After Brownsboro Glen is turned over to the Brownsboro Glen Homeowners Association, Inc. the amount of the maintenance charge shall be set from time to time by the Brownsboro Glen Homeowners Association, Inc. and shall be set at the amount estimated by the Brownsboro Glen Homeowners Association, Inc. to be required to provide for the keeping up and maintaining streets, storm drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on the plat of BROWNSBORO GLEN SUBDIVISION, recorded in Plat Book 6430 Page 738, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and in general caring for the needs and beautification of Brownsboro Glen. The maintenance fees so collected shall be expended for the foregoing purposes. The Brownsboro Glen Homeowners Association, Inc. will assume the obligation to maintain open spaces, retention basins, drainage easements and/or other areas not used as building sites and such maintenance obligations shall continue until assumed by units of local government.

No common area shall be dedicated to a unit of local Government without the acceptance of the unit of local Government involved and of the Louisville and Jefferson County Planning Commission. The Brownsboro Glen Homeowners Association, Inc. cannot amend this restriction without approval of the Louisville and Jefferson County Planning Commission.

9. Each property owner's electric service lines shall be underground throughout length of service line from Louisville Gas and Electric's point of delivery to customers' building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment herein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.
10. 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.

11. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

No satellite dish or above ground pool shall be permitted on any lot.

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.

No trailer, commercial vehicle, camper, camping vehicle 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. No trailer, boat, or other commercial vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

12. 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 that 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.
13. After the construction of a residence, the builder shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The builder shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.
14. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deemed appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder shall confine construction debris to the lot under construction, and such debris shall be removed upon completion of construction.



15. 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 for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers by applicable zoning regulations.
16. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.
17. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall be kept in sanitary containers.
18. 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.
19. The Brownsboro Group, Inc. shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.
20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
21. Invalidation of any 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.
22. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date this document is recorded, after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Brownsboro Glen have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions and with the approval of HUD/FHA. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.
23. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the

acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

- 24. Anything to the contrary herein notwithstanding, the Homeowners Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

IN TESTIMONY WHEREOF, witness the signature of The Brownsboro Group, Inc., this 24th. day of July 1996.

THE BROWNSBORO GROUP, INC.

BY: *R. Thomas Blackburn, Jr.*  
 R. THOMAS BLACKBURN, JR.,  
 Attorney and Secretary/Treasurer

SUBSCRIBED and SWORN to before me by R. THOMAS BLACKBURN, JR., the attorney for and Secretary/Treasurer of THE BROWNSBORO GROUP, INC. this 24th. day of July 1996 and acknowledged to be his act and deed on behalf of the corporation.

My commission expires: 2-16-97

*Rosemary Payne Hall*  
 NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

*R. Thomas Blackburn, Jr.*  
 R. THOMAS BLACKBURN, JR.  
 Attorney at Law  
 P. O. Box 3844  
 Louisville, Kentucky 40201  
 (502) 583-6384

98891

Document No: 1996098891  
 Lodged By: brownsboro glen sub  
 Recorded On: Jul 26, 1996 11:58:20 A.M.  
 Total Fees: \$16.00  
 Transfer Tax: \$0.00  
 County Clerk: Rebecca Jackson  
 Deputy Clerk: CARRIED

END OF DOCUMENT

RECORDED IN FILE NUMBER  
 42 Page 58  
 1996

OK  
DAB  
6/4/98

**DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION, SECTION 2B, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK 44 PAGE 35, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY.**

WITNESSETH: That whereas The Brownsboro Group, Inc. is the owner of all of the lots in the aforesaid Subdivision, it does hereby place the following restrictions on same:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive on one story open porches and garages, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet on first floor for a dwelling of one and one half stories, nor less than 900 square feet for a two-story dwelling.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and shall be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except a garage or carport may be attached to the residence. All driveways shall be of a hard wearing surface, such as concrete or asphalt.
4. All receptacles for United States mail, newspapers, etc., shall be uniform and shall be subject to approval by The Brownsboro Group, Inc. until such time as Brownsboro Glen Subdivision is turned over to the Brownsboro Glen Homeowners Association, Inc.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines of any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
6. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of 1" x 6" wood slats, shadow box type construction, or hedge and shall not be more than four (4) feet in height.
7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. Commencing January 1, 1996, all lots in Brownsboro Glen that are not owned by

The Brownsboro Group, Inc. shall be subject to an annual maintenance charge of Sixty (\$60.00) Dollars. This amount will be due and payable on the first day of January of each year and will be payable to The Brownsboro Group, Inc., as trustee until such time as Brownsboro Glen Subdivision has been turned over to the Brownsboro Glen Homeowners Association, Inc. After Brownsboro Glen is turned over to the Brownsboro Glen Homeowners Association, Inc. the amount of the maintenance charge shall be set from time to time by the Brownsboro Glen Homeowners Association, Inc. and shall be set at the amount estimated by the Brownsboro Glen Homeowners Association, Inc. to be required to provide for the keeping up and maintaining streets, storm drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on the plat of BROWNSBORO GLEN SUBDIVISION, recorded in Plat Book 6430 Page 738, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and in general caring for the needs and beautification of Brownsboro Glen. The maintenance fees so collected shall be expended for the foregoing purposes. The Brownsboro Glen Homeowners Association, Inc. will assume the obligation to maintain open spaces, retention basins, drainage easements and/or other areas not used as building sites and such maintenance obligations shall continue until assumed by units of local government.

9. Every lot owner in BROWNSBORO GLEN shall be a member of THE BROWNSBORO GLEN HOMEOWNERS ASSOCIATION. All sections of BROWNSBORO GLEN SUBDIVISION are combined under this common homeowners association for their benefit and maintenance of common areas, connection streets, entrances, etc. as described herein.

The Articles of Incorporation of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION may be amended from time to time and are recorded in Book 0462, Page 321, in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in BROWNSBORO GLEN SUBDIVISION shall be a member of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC., and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC. Such owner and member shall abide by such association's By-laws, rules and regulations, shall pay the assessments provided for, when due and shall comply with the decisions of the association's Board of Directors.

10. No common area shall be dedicated to a unit of local Government without the acceptance of the unit of local Government involved and of the Louisville and Jefferson County Planning Commission. The Brownsboro Glen Homeowners Association, Inc. cannot amend this restriction without approval of the Louisville and Jefferson County Planning Commission.
11. Each property owner's electric service lines shall be underground throughout length of service line from Louisville Gas and Electric's point of delivery to customers'

building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment herein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.

12. 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.
13. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

No satellite dish or above ground pool shall be permitted on any lot.

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.

No trailer, commercial vehicle, camper, camping vehicle 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. No trailer, boat, or other commercial vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

14. 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 that 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.
15. After the construction of a residence, the builder shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The builder shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.
16. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in

appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deemed appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder shall confine construction debris to the lot under construction, and such debris shall be removed upon completion of construction.

17. 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 for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers by applicable zoning regulations.
18. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.
19. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall be kept in sanitary containers.
20. 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.
21. The Brownsboro Group, Inc. shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
23. Invalidation of any 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.
24. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date this document is recorded, after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Brownsboro Glen have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions and with the approval of HUD/FHA. Failure of any owner to demand or insist upon observance

of any of these restrictions or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

- 25. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.
- 26. Anything to the contrary herein notwithstanding, the Homeowners Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

IN TESTIMONY WHEREOF, witness the signature of The Brownsboro Group, Inc., this 4th day of June 1998.

THE BROWNSBORO GROUP, INC.

BY:

*R. Thomas Blackburn Jr.*  
 R. THOMAS BLACKBURN, JR.,  
 Attorney and Secretary/Treasurer

SUBSCRIBED and SWORN to before me by R. THOMAS BLACKBURN, JR., the attorney for and Secretary/Treasurer of THE BROWNSBORO GROUP, INC. this 4th day of June 1998 and acknowledged to be his act and deed on behalf of the corporation.

My commission expires: 2-16-2001

*Rosemary Payne Hall*  
 NOTARY PUBLIC, State at Large, KY

THIS INSTRUMENT PREPARED BY:

*R. Thomas Blackburn Jr.*  
 R. THOMAS BLACKBURN, JR.  
 Attorney at Law  
 P. O. Box 3844  
 Louisville, Kentucky 40201

(502) 583-6384  
 G:\CLIENTS\TBG\ID\_RES\_2B

Recorded In Plat Book

No. 44 Page 35  
 Part No. \_\_\_\_\_

Document No.: DN1998083745  
 Lodged By: BROWNSBORO GLEN  
 Recorded On: 06/10/1998 02:56:22  
 Total Fees: 16.00  
 Transfer Tax: .00  
 County Clerk: Rebecca Jackson  
 Deputy Clerk: TERHIG

END OF DOCUMENT

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 DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION,  
 SECTION 3, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION  
 BOOK 45 PAGE 48, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT  
 OF JEFFERSON COUNTY, KENTUCKY.

WITNESSETH: That whereas The Brownsboro Group, Inc. is the owner of all of the lots in the aforesaid Subdivision, it does hereby place the following restrictions on same:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the ground floor area of the main structure, exclusive on one story open porches and garages, shall be not less than 1,200 square feet for a one story dwelling, nor less than 1,000 square feet on first floor for a dwelling of one and one half stories, nor less than 900 square feet for a two-story dwelling.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and shall be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except a garage or carport may be attached to the residence. All driveways shall be of a hard wearing surface, such as concrete or asphalt.
4. All receptacles for United States mail, newspapers, etc., shall be uniform and shall be subject to approval by The Brownsboro Group, Inc. until such time as Brownsboro Glen Subdivision is turned over to the Brownsboro Glen Homeowners Association, Inc.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines of any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
6. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of 1" x 6" wood slats, shadow box type construction, or hedge and shall not be more than four (4) feet in height.
7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. All lots in Brownsboro Glen that are not owned by the developer, The Brownsboro Group, Inc., and not owned by any builder who purchased any lot for construction of a residence, shall be subject to an annual maintenance charge. The amount of



the maintenance charge shall be set from time to time by the Brownsboro Glen Homeowners Association, Inc. and shall be set at the amount estimated by the Brownsboro Glen Homeowners Association, Inc. to be required to provide for the keeping up and maintaining streets, storm-drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on the plat of BROWNSBORO GLEN SUBDIVISION, recorded in the office of the Clerk of the County Court of Jefferson County, Kentucky, and in general caring for the needs and beautification of Brownsboro Glen. The maintenance fees so collected shall be expended for the foregoing purposes. The Brownsboro Glen Homeowners Association, Inc. assumes the obligation to maintain open spaces, retention basins, drainage easements and/or other areas not used as building sites and such maintenance obligations shall continue until assumed by units of local government.

9. Every lot owner in BROWNSBORO GLEN shall be a member of THE BROWNSBORO GLEN HOMEOWNERS ASSOCIATION. All sections of BROWNSBORO GLEN SUBDIVISION are combined under this common homeowners association for their benefit and maintenance of common areas, connection streets, entrances, etc. as described herein.

The Articles of Incorporation of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION may be amended from time to time and are recorded in Book 0462, Page 321, in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in BROWNSBORO GLEN SUBDIVISION shall be a member of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC., and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC. Such owner and member shall abide by such association's By-laws, rules and regulations, shall pay the assessments provided for, when due and shall comply with the decisions of the association's Board of Directors.

10. No common area shall be dedicated to a unit of local Government without the acceptance of the unit of local Government involved and of the Louisville and Jefferson County Planning Commission. The Brownsboro Glen Homeowners Association, Inc. cannot amend this restriction without approval of the Louisville and Jefferson County Planning Commission.
11. Each property owner's electric service lines shall be underground throughout length of service line from Louisville Gas and Electric's point of delivery to customers' building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment herein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.

12. 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.
13. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

No satellite dish or above ground pool shall be permitted on any lot.

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.

No trailer, commercial vehicle, camper, camping vehicle 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. No trailer, boat, or other commercial vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

14. 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 that 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.
15. After the construction of a residence, the builder shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The builder shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.
16. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deemed appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder shall confine construction debris to the lot under construction, and such debris shall be removed upon completion of construction.
17. 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 for advertising the sale or rent

thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers by applicable zoning regulations.

18. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.
19. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall be kept in sanitary containers.
20. No storm water drains, roof down spouts 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.
21. The Brownsboro Group, Inc. shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
23. Invalidation of any 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.
24. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date this document is recorded, after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Brownsboro Glen have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions and with the approval of HUD/FHA. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.
25. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.
26. Anything to the contrary herein notwithstanding, the Homeowners Association (and

the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

IN TESTIMONY WHEREOF, witness the signature of The Brownsboro Group, Inc., this \_\_\_\_ day of May 1999.

THE BROWNSBORO GROUP, INC.

BY: R. Thomas Blackburn, Jr.  
R. THOMAS BLACKBURN, JR.,  
Attorney and Secretary/Treasurer

SUBSCRIBED and SWORN to before me by R. THOMAS BLACKBURN, JR., the attorney for and Secretary/Treasurer of THE BROWNSBORO GROUP, INC. this 4th day of June 1998 and acknowledged to be his act and deed on behalf of the corporation.

My commission expires: 2-16-2001

Rosemary Payne Hall  
NOTARY PUBLIC, State at Large, KY

THIS INSTRUMENT PREPARED BY:

R. Thomas Blackburn, Jr.  
R. THOMAS BLACKBURN, JR.  
Attorney at Law  
One Riverfront Plaza, Suite 1706  
Mailing Address:  
P. O. Box 3844  
Louisville, Kentucky 40201  
(502) 583-6384

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**Recorded In Plat Book**  
No. 45 Page 48  
Part No. \_\_\_\_\_

Document No.: DN1999081078  
Lodged By: BROWNSBORO GROUP INC  
Recorded On: 05/14/1999 11:23:55  
Total Fees: 16.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw  
Deputy Clerk: TERHIG

END OF DOCUMENT

**DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION,  
SECTION 4, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION  
BOOK 46 PAGE 28, IN THE OFFICE OF THE CLERK OF THE COUNTY  
COURT OF JEFFERSON COUNTY, KENTUCKY.**

WITNESSETH: That whereas The Brownsboro Group, Inc. is the owner of all of the lots in the aforesaid Subdivision, it does hereby place the following restrictions on said lots:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the square footage is less than 1,800 sq. feet for the main structure dwelling, not including the garage, open porches or basement areas.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and shall be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except a garage or carport may be attached to the residence. All driveways shall be of a hard wearing surface, such as concrete or asphalt.
4. All receptacles for United States mail, newspapers, etc., shall be uniform and shall be subject to approval by The Brownsboro Group, Inc. until such time as Brownsboro Glen Subdivision is turned over to the Brownsboro Glen Homeowners Association, Inc.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines of any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
6. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of 1" x 6" wood slats, shadow box type construction, or hedge and shall not be more than four (4) feet in height.
7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. Commencing January 1, 1996, all lots in Brownsboro Glen that are not owned by The Brownsboro Group, Inc. and that are not owned by a builder/developer holding such lot(s) for development and resale shall be subject to an annual maintenance charge of Sixty (\$60.00) Dollars. This amount will be due and payable on the first day of January of each year and will be payable to The Brownsboro Group, Inc., as

trustee until such time as Brownsboro Glen Subdivision has been turned over to the Brownsboro Glen Homeowners Association, Inc. After Brownsboro Glen is turned over to the Brownsboro Glen Homeowners Association, Inc. the amount of the maintenance charge shall be set from time to time by the Brownsboro Glen Homeowners Association, Inc. and shall be set at the amount estimated by the Brownsboro Glen Homeowners Association, Inc. to be required to provide for the keeping up and maintaining streets, storm drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on the plat of BROWNSBORO GLEN SUBDIVISION, recorded in Plat Book 6430 Page 738, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and in general caring for the needs and beautification of Brownsboro Glen. The maintenance fees so collected shall be expended for the foregoing purposes. The Brownsboro Glen Homeowners Association, Inc. will assume the obligation to maintain open spaces, retention basins, drainage easements and/or other areas not used as building sites and such maintenance obligations shall continue until assumed by units of local government.

9. Every lot owner in BROWNSBORO GLEN shall be a member of THE BROWNSBORO GLEN HOMEOWNERS ASSOCIATION. All sections of BROWNSBORO GLEN SUBDIVISION are combined under this common homeowners association for their benefit and maintenance of common areas, connection streets, entrances, etc. as described herein.

The Articles of Incorporation of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION may be amended from time to time and are recorded in Book 0462, Page 321, in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in BROWNSBORO GLEN SUBDIVISION shall be a member of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC., and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC. Such owner and member shall abide by such association's By-laws, rules and regulations, shall pay the assessments provided for, when due and shall comply with the decisions of the association's Board of Directors.

10. No common area shall be dedicated to a unit of local Government without the acceptance of the unit of local Government involved and of the Louisville and Jefferson County Planning Commission. The Brownsboro Glen Homeowners Association, Inc. cannot amend this restriction without approval of the Louisville and Jefferson County Planning Commission.
11. Each property owner's electric service lines shall be underground throughout length of service line from Louisville Gas and Electric's point of delivery to customers' building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment herein and no change in the grade or elevation thereof shall be made by any person

or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.

12. 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.
13. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

No satellite dish or above ground pool shall be permitted on any lot.

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.

No trailer, commercial vehicle, camper, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile that is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, or other commercial vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

14. 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 that 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.
15. After the construction of a residence, the builder shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The builder shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.
16. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deemed appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder shall confine construction debris to the lot under construction, and such debris shall be removed upon completion of construction.

17. 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 for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers by applicable zoning regulations.
18. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.
19. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, or other waste shall be kept in sanitary containers.
20. 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.
21. The Brownsboro Group, Inc. shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
23. Invalidation of any 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.
24. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date this document is recorded, after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Brownsboro Glen have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions and with the approval of HUD/FHA. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.
25. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and



Jefferson County Planning Commission.

- 26. Anything to the contrary herein notwithstanding, the Homeowners Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

IN TESTIMONY WHEREOF, witness the signature of The Brownsboro Group, Inc., this 21st day of December 1999.

THE BROWNSBORO GROUP, INC.

BY: *R. Thomas Blackburn, Jr.*  
 R. THOMAS BLACKBURN, JR.,  
 Attorney and Secretary/Treasurer

SUBSCRIBED and SWORN to before me by R. THOMAS BLACKBURN, JR., the attorney for and Secretary/Treasurer of THE BROWNSBORO GROUP, INC. this 21st day of December 1999 and acknowledged to be his act and deed on behalf of the corporation.

My commission expires: 2-16-2001

*Rosemary Payne Hall*  
 NOTARY PUBLIC, State at Large, KY

THIS INSTRUMENT PREPARED BY:

*R. Thomas Blackburn, Jr.*  
 R. THOMAS BLACKBURN, JR., Attorney  
 1706 One Riverfront Plaza

Mailing Address:

P. O. Box 3844  
 Louisville, Kentucky 40201

Phone: (502) 583-6384

Fax: (502) 254-1473

E-mail: tblackburn@louisville.edu

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**Recorded In Plat Book**

No. 46 Page 28

Part No. \_\_\_\_\_

Document No.: DN2000007175  
 Lodged By: brownsboro glen  
 Recorded On: 01/19/2000 11:26:16  
 Total Fees: 16.00  
 Transfer Tax: .00  
 County Clerk: Bobbie Holsclaw-JEFF CO KY  
 Deputy Clerk: PENWIM

**END OF DOCUMENT**

**DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION,  
SECTION 5, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION  
BOOK 47 PAGE 15, IN THE OFFICE OF THE CLERK OF THE COUNTY  
COURT OF JEFFERSON COUNTY, KENTUCKY.**

WITNESSETH: That whereas The Brownsboro Group, Inc. is the owner of all of the lots in the aforesaid Subdivision, it does hereby place the following restrictions on said lots:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one half stories in height and a private attached garage for not more than two cars.
2. No dwelling shall be permitted on any lot where the square footage is less than 1,800 sq. feet for the main structure dwelling, not including the garage, open porches or basement areas.
3. All outbuildings erected on any lot hereinafter described, shall be under one roof and shall be built of new lumber, brick, stone, vinyl or aluminum, to correspond to the construction of the house, and shall be built on the rear of the lot, except a garage or carport may be attached to the residence. All driveways shall be of a hard wearing surface, such as concrete or asphalt.
4. All receptacles for United States mail, newspapers, etc., shall be uniform and shall be subject to approval by The Brownsboro Group, Inc. until such time as Brownsboro Glen Subdivision is turned over to the Brownsboro Glen Homeowners Association, Inc.
5. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, nor shall any building be located nearer to the property lines of any lot than the distance prescribed by the regulations of the City of Louisville Building Code and the Louisville and Jefferson County Planning Commission.
6. No fence shall be built on any lot hereinafter described closer to the front property line than the building line as shown on the recorded plat and shall be built out of 1" x 6" wood slats, shadow box type construction, or hedge and shall not be more than four (4) feet in height.
7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. Commencing January 1, 1996, all lots in Brownsboro Glen that are not owned by The Brownsboro Group, Inc. and that are not owned by a builder/developer holding such lot(s) for development and resale shall be subject to an annual maintenance charge of Sixty (\$60.00) Dollars. This amount will be due and payable on the first day of January of each year and will be payable to The Brownsboro Group, Inc., as

trustee until such time as Brownsboro Glen Subdivision has been turned over to the Brownsboro Glen Homeowners Association, Inc. After Brownsboro Glen is turned over to the Brownsboro Glen Homeowners Association, Inc. the amount of the maintenance charge shall be set from time to time by the Brownsboro Glen Homeowners Association, Inc. and shall be set at the amount estimated by the Brownsboro Glen Homeowners Association, Inc. to be required to provide for the keeping up and maintaining streets, storm drainage, street lights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the retention area as shown on the plat of BROWNSBORO GLEN SUBDIVISION, recorded in Plat Book 6430 Page 738, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and in general caring for the needs and beautification of Brownsboro Glen. The maintenance fees so collected shall be expended for the foregoing purposes. The Brownsboro Glen Homeowners Association, Inc. will assume the obligation to maintain open spaces, retention basins, drainage easements and/or other areas not used as building sites and such maintenance obligations shall continue until assumed by units of local government.

9. Every lot owner in BROWNSBORO GLEN shall be a member of THE BROWNSBORO GLEN HOMEOWNERS ASSOCIATION. All sections of BROWNSBORO GLEN SUBDIVISION are combined under this common homeowners association for their benefit and maintenance of common areas, connection streets, entrances, etc. as described herein.

The Articles of Incorporation of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION may be amended from time to time and are recorded in Book 0462, Page 321, in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in BROWNSBORO GLEN SUBDIVISION shall be a member of BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC., and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the BROWNSBORO GLEN HOMEOWNERS ASSOCIATION, INC. Such owner and member shall abide by such association's By-laws, rules and regulations, shall pay the assessments provided for, when due and shall comply with the decisions of the association's Board of Directors.

10. No common area shall be dedicated to a unit of local Government without the acceptance of the unit of local Government involved and of the Louisville and Jefferson County Planning Commission. The Brownsboro Glen Homeowners Association, Inc. cannot amend this restriction without approval of the Louisville and Jefferson County Planning Commission.
11. Each property owner's electric service lines shall be underground throughout length of service line from Louisville Gas and Electric's point of delivery to customers' building; and title to the service lines shall remain in the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located. The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment herein and no change in the grade or elevation thereof shall be made by any person

or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.

12. 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.
13. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or developer, which shall be removed when construction or development is completed.

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No trailer, commercial vehicle, camper, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage. No automobile that is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, or other commercial vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.

14. 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 that 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.
15. After the construction of a residence, the builder shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The builder shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.
16. It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer or Committee, or any person or association to whom it may assign the right, may take such action as deemed appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing. Builder shall confine construction debris to the lot under construction, and such debris shall be removed upon completion of construction.

17. 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 for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers by applicable zoning regulations.
18. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.
19. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage, or other waste shall be kept in sanitary containers.
20. 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.
21. The Brownsboro Group, Inc. shall approve all plans as to architecture, size, suitability to site and harmony with the surroundings before construction is started.
22. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
23. Invalidation of any 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.
24. Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from date this document is recorded, after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the then owners of the front footage of all lots in Brownsboro Glen have been recorded, agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions and with the approval of HUD/FHA. Failure of any owner to demand or insist upon observance of any of these restrictions or to proceed for restraint of violations shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.
25. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and

Jefferson County Planning Commission.

- 26. Anything to the contrary herein notwithstanding, the Homeowners Association (and the lot owners) shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

IN TESTIMONY WHEREOF, witness the signature of The Brownsboro Group, Inc., this 12th day of December 2000.

THE BROWNSBORO GROUP, INC.

BY: R. Thomas Blackburn, Jr.  
 R. THOMAS BLACKBURN, JR.,  
 Attorney and Secretary/Treasurer

SUBSCRIBED and SWORN to before me by R. THOMAS BLACKBURN, JR., the attorney for and Secretary/Treasurer of THE BROWNSBORO GROUP, INC. this 12th day of December 2000 and acknowledged to be his act and deed on behalf of the corporation.

My commission expires: 2-16-2001

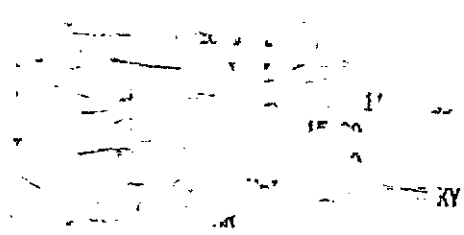
Rosemary Payne Hall  
 NOTARY PUBLIC, State at Large, KY

THIS INSTRUMENT PREPARED BY:

R. Thomas Blackburn, Jr.  
 R. THOMAS BLACKBURN, JR., Attorney  
 12700 Lucas Lane  
 Anchorage, Kentucky 40223  
 Phone: (502) 254-5939  
 Fax: (502) 254-1473  
 E-mail: [tblackburn@louisville.edu](mailto:tblackburn@louisville.edu)

Document No.: DN2000166708  
 Lodged By: brownsboro gien sub  
 Recorded On: 12/12/2000 11:46:27  
 Total Fees: 16.00  
 - Transfer Tax: .00  
 County Clerk: Bobbie Holsclaw-JEFF CO KY  
 Deputy Clerk: CARHAR

Recorded in Plat Book  
 No. 47 Page 15  
 Part No. \_\_\_\_\_



AMENDMENT TO DECLARATION OF RESTRICTIONS OF BROWNSBORO  
GLEN SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR BROWNSBORO GLEN SUBDIVISION, SECTIONS 1, 2, 2B, 3, 4, and 5, is made on December 27, 2010, by Brownsboro Glen Homeowners Association, Inc., a Kentucky corporation, by the affirmative action of the owners of 75% of the lots subject to these restrictions, as shown on Exhibit A attached hereto.

WITNESSETH:

WHEREAS, pursuant to the Declaration of Restrictions recorded in Deed Book 6430, Page 738, Deed Book 6767, Page 274, Deed Book 7052, Page 426, Deed Book 7244, Page 495, Deed Book 7387, Page 481, and Deed Book 7558, Page 567 in the Office of the Jefferson County Clerk, the lot owners were given the power to Amend the Declaration of Restrictions, and

WHEREAS, such Amendment must be with the affirmative action of 75% of the homeowners, and

WHEREAS said affirmative action has been taken, as shown on Exhibit A attached hereto,

NOW, THEREFORE, for the mutual benefit of present and future owners of the lots in the Brownsboro Glen Subdivision, as recorded in Plat and Subdivision Book 40, Page 64, Plat and Subdivision Book 42, Page 58, Plat and Subdivision Book 44, Page 35, Plat and Subdivision Book 46, Page 28, and Plat and Subdivision Book 47, Page 15, inclusive, in the office of the Clerk of the County Court of Jefferson County, Kentucky, the Declaration of Restrictions originally recorded in Deed Book 6430, Page 738, Deed Book 6767, Page 274, Deed Book 7052, Page 426, Deed Book 7244, Page 495, Deed Book 7387, Page 481, and Deed Book 7558, Page 567 are hereby amended as follows:

Paragraph Twenty (20) of the Declaration of Restrictions pertaining to Sections 1 and 2 of Brownsboro Glen Subdivision, which are of record in Deed Book 6430, Page 738, and Deed Book 6767, Page 274 in the Jefferson County Clerk's Office, is amended by adding the following provisions:

- (a) All matters requiring trial that involves legal expenses incurred by the Homeowners Association, including but not limited to attorney fees, court

costs, expert testimony, witness testimony, travel costs, dues assessments... etc. shall be deemed recoverable by Brownsboro Glen and therefore due and payable to Brownsboro Glen from the party in violation of the stated subdivision restrictions, regardless of the legal outcome.

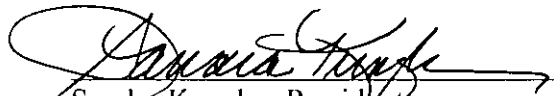
(b) All other matters involving property liens or miscellaneous recovery of expenses incurred by the Homeowners Association while enforcing the subdivision restrictions shall be deemed recoverable by Brownsboro Glen and therefore due and payable to Brownsboro Glen from the party in violation of the stated subdivision restrictions, regardless of the legal outcome.

Paragraph Twenty-Two (22) of the Declaration of Restrictions pertaining to Sections 2B, 3, 4, and 5 of Brownsboro Glen, which are of record in Deed Book 7052, Page 426, Deed Book 7244, Page 495, Deed Book 7387, Page 481, and Deed Book 7558, Page 567 is amended by adding the following provisions:

(a) All matters requiring trial that involves legal expenses incurred by the Homeowners Association, including but not limited to attorney fees, court costs, expert testimony, witness testimony, travel costs, dues assessments... etc. shall be deemed recoverable by Brownsboro Glen and therefore due and payable to Brownsboro Glen from the party in violation of the stated subdivision restrictions, regardless of the legal outcome.

(b) All other matters involving property liens or miscellaneous recovery of expenses incurred by the Homeowners Association while enforcing the subdivision restrictions shall be deemed recoverable by Brownsboro Glen and therefore due and payable to Brownsboro Glen from the party in violation of the stated subdivision restrictions, regardless of the legal outcome.


WHEREAS the foregoing amendments to the Declaration of Restrictions has been duly passed and approved by more than 75% of the homeowners, this Amendment and Restatement of the Declaration of Restrictions shall be in full force and effect upon its recording in the Jefferson County Clerk's office.

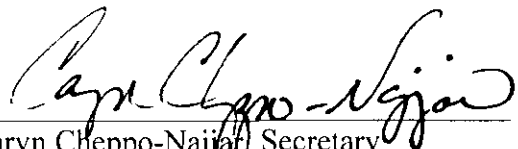
  
Sandra Kunzler, President  
Brownsboro Glen Homeowners Association,  
Inc.



STATE OF KENTUCKY )  
 ) §§  
COUNTY OF JEFFERSON )

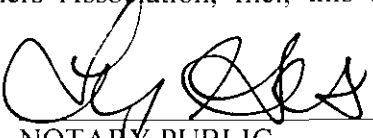
Subscribed, sworn to and acknowledged before me by Sandra Kunzler, President of Brownsboro Glen Homeowners Association, Inc., this the 27<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 5/22/2013

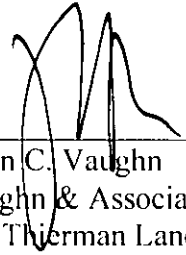
  
\_\_\_\_\_  
Caryn Cheppo-Najjar, Secretary  
Brownsboro Glen Homeowners Association, Inc.

STATE OF KENTUCKY )  
 ) §§  
COUNTY OF JEFFERSON )

Subscribed, sworn to and acknowledged before me by Caryn Cheppo-Najjar, President of Brownsboro Glen Homeowners Association, Inc., this the 27<sup>th</sup> day of December, 2010.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 5/22/2013

PREPARED BY:

  
\_\_\_\_\_  
Jason C. Vaughn  
Vaughn & Associates, PLLC  
201 Thierman Lane  
Louisville, Kentucky 40207  
(502)899-5600

**Brownsboro Glen Homeowners Association, Inc.  
2010 Amendment Vote Results**

DB 09663PG0634

	#	Street	Property Owner(s) - Deed	FOR	AGAINST
1	4100	Brownsboro Glen	Rajko Sajic & Stana Sajic	X	
2	4101	Brownsboro Glen	William R. Harris & Jennifer A. Harris		
3	4102	Brownsboro Glen	Krysta L. Harrod	X	
4	4103	Brownsboro Glen	James Rovenski & Ashley Rovenski		X
5	4104	Brownsboro Glen	Thomas A. Hart II & Pamela Hart	X	
6	4105	Brownsboro Glen	Lawrence Toth & Shari Toth	X	
7	4106	Brownsboro Glen	Timothy Huynh & Theresa Regenauer		X
8	4107	Brownsboro Glen	Darron Colwick & Kimberly Colwick		
9	4108	Brownsboro Glen	Thomas W. Pollard & Karen Pollard	X	
10	4109	Brownsboro Glen	Shari L. House	X	
11	4110	Brownsboro Glen	Josh Adams & Blaire Adams	X	
12	4111	Brownsboro Glen	David A. Nobers Jr. & Melanie E. Nobers	X	
13	4112	Brownsboro Glen	Anthony Kern	X	
14	4113	Brownsboro Glen	Basil W. Turbyfill & Betty L. Turbyfill	X	
15	4201	Brownsboro Glen	Jonathon B. Hamilton & Joyce A. Key		X
16	4203	Brownsboro Glen	William B. Colwick & Hollie M. Colwick		
17	4204	Brownsboro Glen	Yogesh S. Kulkarni & Manjiri Kulkarni		
18	4205	Brownsboro Glen	Adam Davis & Ashley Davis	X	
19	4206	Brownsboro Glen	J. Scott Westergren	X	
20	4207	Brownsboro Glen	James Tumis & Meyoung Tumis	X	
21	4208	Brownsboro Glen	Samuel L. Johnson & Trina L. Johnson	X	
22	4209	Brownsboro Glen	David J. Fisher & Samantha Fisher	X	
23	4210	Brownsboro Glen	Edward L. Miles & Cathy L. Miles	X	
24	4211	Brownsboro Glen	Gregory A. Nielsen and Sara J. Jost		X
25	4212	Brownsboro Glen	Michael T. Lentz & Maria M. Lentz		X
26	4213	Brownsboro Glen	Derrel W. Duncan & Deborah S. Duncan	X	
27	4214	Brownsboro Glen	Daniel Kevin Feld & Nicole Roney	X	
28	4215	Brownsboro Glen	Kishore Kamani & Umalakhmi Eluri		
29	4216	Brownsboro Glen	Margaret C. Dietzel & Sean W. Dietzel	X	
30	4217	Brownsboro Glen	Angela L. Tobias & John L. Tobias	X	
31	4218	Brownsboro Glen	Keith Morehead & Alexis Morehead	X	
32	4219	Brownsboro Glen	Amit Mendiratta & Ritu Sakuja	X	
33	4220	Brownsboro Glen	Christopher Watkins Gift Trust, Rick Watkins Trustee		
34	4221	Brownsboro Glen	Douglas M. Flowers & Anne R. Flowers		
35	4222	Brownsboro Glen	Keith P. Morhett II & Kristin T. Morhett		
36	4223	Brownsboro Glen	Linza D. Hayden & Jennifer Hayden		
37	4224	Brownsboro Glen	Paul E. Dodge & Teresa E. Dodge	X	
38	4225	Brownsboro Glen	Eric Andrew O'Neal & Haley Nicole Warren	X	
39	4227	Brownsboro Glen	Michael Van Arsdale & Amanda Sloan	X	
40	4229	Brownsboro Glen	Kathleen M. MacKenzie	X	
41	4230	Brownsboro Glen	Robert N. St. Clair & Susan M. St. Clair	X	
42	4231	Brownsboro Glen	Jianmun Pan & Xin Chen	X	
43	4233	Brownsboro Glen	Daniel M. Sweeney & Susan A. Sweeney		X
44	4234	Brownsboro Glen	Neil Boone	X	
45	4235	Brownsboro Glen	Alan M. Castaneda & Amy H. Castaneda	X	
46	4236	Brownsboro Glen	Meghann M. M. Gilbert & Matthew J. Gilbert		
47	4237	Brownsboro Glen	Greg R. Gilbert & Jennifer H. Gilbert		
48	4238	Brownsboro Glen	Samuel W. Bell & Miandra M. Bell		
49	4300	Brownsboro Glen	James Kats & Patricia Kats	X	
50	4301	Brownsboro Glen	Mark Miller	X	
51	4302	Brownsboro Glen	Tom Pfister & Julie Pfister		X
52	4303	Brownsboro Glen	John Barnett and Bethany L. Gunter		
53	4304	Brownsboro Glen	William F. Burton III		X
54	4305	Brownsboro Glen	Joseph D. Hannigan & Susan R. Hannigan	X	
55	4306	Brownsboro Glen	Sreenivas Kunchepu & Sabitha Boorsu		
56	4307	Brownsboro Glen	Charles Kevin Brown		X
57	4308	Brownsboro Glen	Todd H. Barton & Beth Ann Barton	X	
58	4309	Brownsboro Glen	Geoffrey Anderson & Kelley Anderson	X	
59	4311	Brownsboro Glen	Guillermo Ortega	X	
60	4312	Brownsboro Glen	Vinodini Kulkarni		
61	4313	Brownsboro Glen	Steven J. Pecore & Allison C. Pecore	X	
62	4314	Brownsboro Glen	Sandra K. Kunzler & Frederick J. Kunzler	X	
63	4315	Brownsboro Glen	Brian Chelgren & Veronique Chelgren	X	
64	4316	Brownsboro Glen	Luis Tello & Clemencia Gomez	X	
65	4317	Brownsboro Glen	Charles N. Metcalf & Janet A. Metcalf	X	
66	4318	Brownsboro Glen	Scott W. Grabko		X
67	4319	Brownsboro Glen	Duffy L. Ford III	X	
68	4320	Brownsboro Glen	William S. Smiser	X	
69	4321	Brownsboro Glen	John S. Dorwart & Lori L. Dorwart	X	
70	4322	Brownsboro Glen	Elizabeth A Metcalf & Todd A. Metcalf		X
71	4323	Brownsboro Glen	Raymond Chawansky & Jane T. Chawansky	X	
72	4324	Brownsboro Glen	Barbara L. Bass	X	

**Brownsboro Glen Homeowners Association, Inc.  
2010 Amendment Vote Results**

DB 09663 PG 0635

	#	Street	Property Owner(s) - Deed	FOR	AGAINST
73	4325	Brownsboro Glen	Cuong The Tran & Duy K. Tran	X	
74	4326	Brownsboro Glen	Emmanuel Otu & Nnennaya Otu	X	
75	4327	Brownsboro Glen	David Wayne Schifferly & Nancy Ann Schifferly		X
76	4328	Brownsboro Glen	Michael T. Nevitt & Sarah M. Nevitt	X	
77	4329	Brownsboro Glen	Jack C. Humphries Jr. & Jeanetta B. Humphries	X	
78	4330	Brownsboro Glen	Mohammad I. Khan & Tasnim Khan	X	
79	4332	Brownsboro Glen	Victoria Sowards		
80	10000	Glen Meadow	S. Scott Fitzpatrick		
81	10001	Glen Meadow	Terry B. Wood & Carolyn S. Wood	X	
82	10002	Glen Meadow	David M. Carey & Danita C. Carey	X	
83	10003	Glen Meadow	Jeffrey Moore & Tonya Dankenbring		X
84	10004	Glen Meadow	Barbara C. Gillaspie	X	
85	10005	Glen Meadow	Caryn D. Cheppo Najjar & Lawrence S. Najjar	X	
86	10006	Glen Meadow	Christine E. Quinn	X	
87	10008	Glen Meadow	Jose Luis Vergara Acall & Maria Marcela Gongora Nieto	X	
88	10009	Glen Meadow	Dennis W. Lee	X	
89	10010	Glen Meadow	Anthony L. Schnell & Carol A. Schnell	X	
90	10011	Glen Meadow	Julia Maria Cornish	X	
91	10012	Glen Meadow	Subin Jain & Nandita Telang		
92	10013	Glen Meadow	Nidal Hussein and Miriam Hussein	X	
93	10014	Glen Meadow	Paul A. Martel & Lisa B. Martel	X	
94	10015	Glen Meadow	Tommy L. Kaelin & Jessica L. Kaelin	X	
95	10016	Glen Meadow	Kristn Ann McDonner & Michael Ray McDonner		
96	10017	Glen Meadow	Lisa Keehner	X	
97	10019	Glen Meadow	Donald P. Delafield & Danna Leigh Delafield	X	
98	10021	Glen Meadow	L & N Federal Credit Union		
99	10022	Glen Meadow	Dianna C. Guyton	X	
100	10023	Glen Meadow	Sheryl L. Leach & John Leach	X	
101	10024	Glen Meadow	Graeme C. Mussell & Louise A. Mussell	X	
102	10025	Glen Meadow	Christy Case & John Case	X	
103	10027	Glen Meadow	Robert L. Kessinger & Susan Kessinger		X
104	10029	Glen Meadow	Jessica Scott & Christopher M. Kipper	X	
105	10031	Glen Meadow	Apsara Ediri Ihalawela & Allan Heellage	X	
106	10032	Glen Meadow	Rita G. Bole & Valdis I. Bole		X
107	10033	Glen Meadow	Pearjutes Partners, LLC		
108	10034	Glen Meadow	Martin Karius & Mandy Karius		
109	10035	Glen Meadow	William F. Brown & Carolyn A. Brown	X	
110	10036	Glen Meadow	Trent A. Thompson & Kristi C. Thompson	X	
111	9900	Head Farm Rd	Elias Estephane & Samia Estephane	X	
112	9901	Head Farm Rd	Prakash Jaya & Padmavathi Nellore	X	
113	9902	Head Farm Rd	Muralidhar and Chintala Na Vemulapalli	X	
114	9903	Head Farm Rd	James A. Bonner & Stephanie B. Bonner	X	
115	9900	Spring Gate	Dolly H. Poersch & Peter C. Poersch		
116	9902	Spring Gate	Christopher L. Ferryman		X
117	9904	Spring Gate	James Scott Sullivan	X	
118	9906	Spring Gate	Michael Lee Kunz Jr.	X	
119	9908	Spring Gate	Michael A. Fitzer & Mary Lou Fitzer	X	
120	9910	Spring Gate	Jeannie C. Hannon	X	
121	9911	Spring Gate	George W. Keane & Jean J. Keane	X	
122	9913	Spring Gate	Pervin Aggarwal & Tarsem L. Aggarwal	X	
123	9916	Spring Gate	Rebecca J. Henderson	X	
124	9918	Spring Gate	Aaron M. Miller & Susan R. Miller		X
125	9920	Spring Gate	Padmanabh N. Desai & Swati P. Desai	X	
126	10000	Spring Gate	Cheryl R. Butler		
127	10001	Spring Gate	Leland E. Asbury & Jennifer N. Asbury	X	
128	10002	Spring Gate	Gary W. McClellan & Tracy McClellan		X
129	10003	Spring Gate	April Smith	X	
130	10004	Spring Gate	Angelica Ginstolisi & Jonathan Saunders	X	
131	10005	Spring Gate	Mark Russell and Kathleen Russell	X	
132	10006	Spring Gate	Jamil D. Changlee & Yasmin Pasillas Ortiz		X
133	10007	Spring Gate	Aleksandr Trelesnik		X
134	10008	Spring Gate	Mark Miller		X
135	10009	Spring Gate	Caroline Clarkson	X	
136	10010	Spring Gate	Jeffrey E. Reed & Jared D. Scott	X	
137	10100	Spring Gate	Adam Wilde & Melissa Richards	X	
138	10102	Spring Gate	Jeffrey A. Richardson & Jennifer L. Richardson	X	
139	10104	Spring Gate	Troy T. Adams & Leigh A. Adams	X	
140	10106	Spring Gate	Tonya K. Campbell		
141	10107	Spring Gate	Ross J. Bauscher	X	
142	10108	Spring Gate	David R. Franklin & Jennifer Franklin	X	
143	10109	Spring Gate	Kendall C. Frey & Kimberly B. Frey	X	
144	10110	Spring Gate	Daniel N. Benson	X	

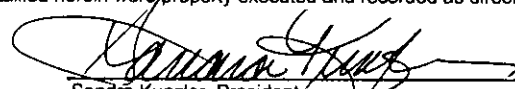
**Brownsboro Glen Homeowners Association, Inc.  
2010 Amendment Vote Results**

08 09663PG0636

	#	Street	Property Owner(s) - Deed	FOR	AGAINST
145	10111	Spring Gate	Brian P. Medley & Daphne S. Medley	X	
146	10112	Spring Gate	David Lewis & Rhonda Lewis	X	
147	10113	Spring Gate	John Giles & Sandra Giles	X	
148	10114	Spring Gate	Kristen Z. Vittitow	X	
149	10115	Spring Gate	Andrew and Dana Stich	X	
150	10116	Spring Gate	Charles Curtis Stanley & Rhonda R. Stanley		X
151	10117	Spring Gate	Christopher L. Smith & Wendy S. Smith	X	
152	10118	Spring Gate	Dinah Kitchens		
153	10119	Spring Gate	John D. Hadel & Elizabeth L. Hadel		X
154	10120	Spring Gate	Ibrahim Abu Romeh	X	
155	10121	Spring Gate	Horace Gaither Jr. & Kelly R. Gaither		
156	10122	Spring Gate	Darin J. Niedens & Candace D. Niedens	X	
157	10123	Spring Gate	Mouhamad Addas		
158	10124	Spring Gate	E. Dale Melton & Michelle E. Melton	X	
159	10125	Spring Gate	Ming Lee & Keng Hei Chiu	X	
160	10126	Spring Gate	Todd McCullough	X	
161	10127	Spring Gate	Brenda Stotts-Young & Charles D. Young		
162	10128	Spring Gate	Brenda K. Priddy & William Sembillo	X	
163	10129	Spring Gate	Bruce R. Lott & Debra E. Lott	X	
164	10130	Spring Gate	Christopher J. Reinhardt	X	
165	10131	Spring Gate	David D. Barber & Latonya D. Barber	X	
166	10132	Spring Gate	Robert L. Tapp, Sr.		X
167	10133	Spring Gate	James T. Kraft & Lisa R. Kraft		
168	10134	Spring Gate	Christopher M. Wheeldon	X	
169	10135	Spring Gate	William G. Eby & Hillary J. Schoon	X	
170	10137	Spring Gate	Tracy L. Little & Jeremy B. Graham	X	
171	10138	Spring Gate	Bryan V. Thomas & Detta R. Thomas	X	
172	10139	Spring Gate	Maria J. Alldafer & Federico Grossi		X
173	10141	Spring Gate	Carol T. Brown	X	
174	10143	Spring Gate	Tracy Jenkins		
175	10145	Spring Gate	Wen-Jian Wu & Su-Ping Li	X	
176	4300	Stone Glen	James M. Clark & Dee Ann Clark		X
177	4302	Stone Glen	Stephanie R. Barnes	X	
178	4303	Stone Glen	Denis M. Jones & Tsuyomi Jones	X	
179	4304	Stone Glen	James Daniel Gleeson	X	
180	4305	Stone Glen	Thomas R. Sermon & Corrine M. Sermon	X	
181	4306	Stone Glen	Wangjian Zhong and Zhiwei Fu	X	
182	4307	Stone Glen	Ajay Kumar Jillellamudi Venkata and Deepa Gorthy	X	
183	4308	Stone Glen	Andrew Broder and Lisa Broder	X	
184	4309	Stone Glen	Deborah J. McCormack & Donald A. McCormack	X	
185	4310	Stone Glen	Anthony T. Heinicke & Carol L. Heinicke	X	

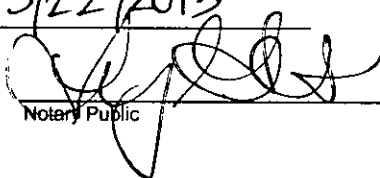
TOTAL VOTES FOR:	128	
TOTAL VOTES AGAINST:		26
TOTAL VOTES RECORDED:	154	
% VOTING OF ELIGIBLE OWNERS:	83.2%	

I certify that the votes tallied herein were property executed and recorded as directed.

  
 Sandra Kunzler, President  
 Brownsboro Glen Homeowners Association, Inc.

STATE OF KENTUCKY     )  
                                   ) SS  
 COUNTY OF JEFFERSON   )

The foregoing Voting Results were acknowledged and sworn to before me this 27th day of December, 2010, by Sandra Kunzler, President of the Brownsboro Glen Homeowners Association, Inc.

My Commission Expires: 5/22/2013  
  
 Notary Public

Document No.: DN2010180404  
 Lodged By: vaughn  
 Recorded On: 12/28/2010 03:16:12  
 Total Fees: 22.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
 Deputy Clerk: SHESCH

**END OF DOCUMENT**

ADDENDUM TO FIRST AMENDED

DB 07279PG0933

DECLARATION OF RESTRICTIONS OF BROWNSBORO GLEN SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK 06454 0223, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY. (Docket # 10-5-93)

WITNESSETH: The following referenced restrictions regarding the aforesaid subdivision have been amended as follows:

1. Paragraph eight (8) is amended by striking \$60.00 (Sixty and 00/100 dollars) and inserting \$150.00 (one hundred fifty and 00/100 dollars) in each place that it appears so that, as it is amended, the annual homeowners dues shall be \$150.00 (one hundred fifty and 00/100).
2. Paragraph six (6) is amended by adding the following new provisions:
  - a.) Picket and french gothic style fences (standard and privacy) are also allowed to be built out of 1"x4" wood slats.
  - b.) Fence posts and rails for non shadow box styles must be placed so they are visible within the owners property.
  - c.) Six (6) foot fences are permitted for the property lines adjacent and parallel to Chamberlain Lane. Post and rails must be placed so they are visible within the owners property.
3. Paragraph eleven (11) is amended to read in its entirety as follows:
  11. Satellite dishes are permitted. Above ground pools shall not be permitted within the Brownsboro Glen Subdivision.

IN TESTIMONY WHEREOF, witness the signature of the Brownsboro Glen Homeowners Association, this 12<sup>th</sup> day of July 1999.

The Brownsboro Glen Homeowners Assoc.

BY: Jane T. Chawansky  
JANE T. CHAWANSKY, President

SUBSCRIBED and SWORN to before me by JANE T. CHAWANSKY, the President of the Brownsboro Glen Homeowners Assoc., this 12<sup>th</sup> day of July, 1999 and acknowledged to be her act and deed on behalf of the association.

My commission expires: 08-14-2001

[Signature]  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Jane T. Chawansky

JANE T. CHAWANSKY  
President, Brownsboro Glen Homeowners Assoc.  
4323 Brownsboro Glen Rd.  
Louisville, Kentucky 40241-4156 (502) 412-8295