

**Brownhurst Manor Homeowners Association Deed of Restrictions**

**Amendment**

**DECLARATION OF RESTRICTIONS OF BROWNHURST MANOR,**

**SECTIONS I AND II, AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK 39 PAGES 25 & 75, IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY.**

**WITNESSETH:** That whereas **Brownhurst Manor Homeowners Association** does hereby place on all lots of subdivision the following restrictions:

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 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 sq. ft. for a one story dwelling, nor less than 1,000 sq. ft. on the first floor for a dwelling of one and one-half story, nor less than 900 sq. ft. 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 hardwearing surface, such as concrete or asphalt.
4. 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.
5. 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 wire, 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

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five (5) feet to side of rear property line may be built of pickets or slats or other material not to exceed (6) feet in height.

6. No surface water or storm water will be dumped or drained into the sanitary sewer.

7. Commencing with January 1, 2018, all lots in Brownhurst Manor shall be subject to an annual maintenance charge of \$200.00 due and payable on the first day of January of each year. This annual charge will increase to \$200.00 commencing, January 1, 2018. Further, there will be a late charge of \$10.00 per month for each month that the dues are paid late until April 30, when a lien and all costs thereof may be filed to collect said late dues. This charge will be due and payable to Brownhurst Manor Homeowners Association. The amount so collected shall be expended for the needs and beautification of the subdivision, including but not limited to maintaining streetlights, periodically cutting grass on vacant lots, and keeping trees in the common area trimmed. Trustees are to assume obligation to maintain the common area (area outside the perimeter sidewalk adjacent to Chamberlain Lane) including cutting, trimming, and weed control. According to the plat plan, all areas abutting the homeowner's property including the retention basins are the homeowner's responsibilities. This includes cutting and trimming inside and outside of their fence and keeping the drainage area clear for the proper drainage of water flow. The plat plan of Brownhurst Manor Section 1 is recorded in Plat Book 39 Page 25, in the office of the Clerk of the County Court of Jefferson County, Kentucky.

No common areas 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 Trustees and/or the Homeowners Association cannot amend this restriction without the approval of the Louisville and Jefferson County Planning Commission.

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Brownhurst Manor Section II shall merge with Brownhurst Manor Section I as one council on the recording of Brownhurst Manor Section II in the office of the Clerk of Jefferson County, Kentucky.

## **Brownhurst Manor Homeowners Association Deed of Restrictions**

The Trustees of Brownhurst Manor shall consist of five (5) directors, elected at the annual meeting of property owners of Brownhurst Manor Section I and Section II, each house or lot owner shall have one (1) vote. The Trustees shall elect a President who shall preside over the meetings, a Vice President who shall preside in the absence of the President, a Secretary to record minutes of meetings and keep all records of the Trustees, a Treasurer in charge of collecting maintenance fees, keeping financial records and payment of bills, and an At Large member who is the fifth voting member of the Board of Directors.

8. Each property owner's electric service lines shall be underground throughout length of service line item 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.

9. 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.

10. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder of 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, motorcycle, commercial vehicle, camper, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. In an effort to enhance safety, and for emergency vehicle accessibility, no vehicle shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours per calendar year.

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11. 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, except when walking pet. At which time, all homeowners are responsible for cleaning up any waste caused by the leashed pet.

12. After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walks of the residence and the pavement of any abutting streets. Each lot owner shall cause a sidewalk to be constructed on each lot where required by applicable subdivision regulations, Planning Commission regulations and or governmental regulations.

13. It shall be the duty of each owner to keep the grass on the lot property 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, than the Developer or Committee, or any person or association to whom it may assign the right, may take such action as deems 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 or owner shall confine construction debris to his own lot such debris shall be removed upon completion of construction.

14. 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 there of: 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.

15. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.

16. 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. Except for normal pickup, garbage cans must not be stored where visible from the street.

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17. 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 requirements.

18. The Brownhurst Manor Homeowner's Association shall approve all plans as to architecture, size, and suitability to site and harmony with the surroundings before construction is started.

19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restriction violation or to recover damages.

20. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the provisions, which shall remain in full force and effect.

21. 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 the 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 Brownhurst Manor 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% or the lots subject to these restrictions. 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.

Beth Kincaid  
Beth Kincaid, Secretary

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, Roxann McGough, Notary Public in and for the State and County  
indicated above, do hereby certify that the foregoing instrument of writing was this  
day presented to me by Beth Kincaid  
who delivered, signed and acknowledged same to be (his/her/their) act and deed.

Witness my hand and seal this 13th day of April, 2018.  
My commission expires

Roxann McGough  
Notary Public

Notary Public, State at Large, KY  
My commission expires Oct. 13, 2019

Prepared By:

Beth Kincaid  
Beth Kincaid, Secretary

Brownhurst Manor Homeowners Association

10207 Davinhurst Court

Louisville KY 40241





# Bobbie Holsclaw

## Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Jefferson County Clerk's Office.



**INST # 2019220223**

**BATCH # 198474**

JEFFERSON CO, KY FEE \$16.00

PRESENTED ON: 09-20-2019 9 02:37:21 PM

LODGED BY: MCLAIN DEWEEES

RECORDED: 09-20-2019 02:37:21 PM

BOBBIE HOLSCLOW

CLERK

BY: RAY BENSON

LEGAL RECORDS

**BK: D 11511**

**PG: 825-829**

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

Website: [www.jeffersoncountyclerk.org](http://www.jeffersoncountyclerk.org) | Email: [countyclerk@jeffersoncountyclerk.org](mailto:countyclerk@jeffersoncountyclerk.org)

**AMENDMENT TO BROWNHURST MANOR HOMEOWNERS' ASSOCIATION**  
**DEED OF RESTRICTIONS**

This Amendment to the Deed of Restrictions for Brownhurst Manor Homeowners' Association (the "Amendment"), dated this 17<sup>th</sup> day of September 2019 is made at the direction of the Brownhurst Manor Homeowners' Association, Inc. (the "Association"), whose mailing address is 4319 Brownhurst Way, Louisville, Jefferson County, Kentucky 40241, as an amendment to that Deed of Restrictions for Brownhurst Manor Homeowners' Association, dated the 31<sup>st</sup> day of March 1995 and filed of record in **Deed Book 6573, Page 780** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that Amendment dated the 21<sup>st</sup> day of April 1995 and filed of record in **Deed Book 6581, Page 406** in the Office of the Clerk of Jefferson County; as amended by that Amendment dated the 23<sup>rd</sup> day of December 1998 and filed of record in **Deed Book 7158, Page 639** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that Amendment dated the 17<sup>th</sup> of November 2005 and filed of record in **Deed Book 8734, Page 35** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that amendment dated the 28<sup>th</sup> day of September 2016 and filed of record in the **Deed Book 10721, Page 992** in the Office of the Clerk of Jefferson County, Kentucky; as amended by that Amendment dated the 13 day of April and filed of record in **Deed Book 11128, Page 887** in the Office of the Clerk of Jefferson County, Kentucky:

**WITNESSETH**

**WHEREAS**, the Association believes that it is in the best interest of the Association to restrict the use of units and prohibit short term rentals;

**WHEREAS**, the Deed of Restrictions, as amended, needs to be amended and this Second Amendment is necessary and desirable to change certain aspects of the Deed of Restrictions;



**WHEREAS**, the Association, having obtained approval of 75% of the unit owners as required by Paragraph 21 of the Declaration:

**NOW, THEREFORE**, in accordance with the foregoing preambles, which are hereby incorporated herein, the Association hereby declares that the Deed of Restrictions is hereby amended as follows and that all such property shall be owned, held, used, leased, conveyed, and occupied subject to the restrictions and conditions set forth in this Amendment as if these restrictions and conditions were included in and made a part of the Deed of Restrictions:

**A Paragraph 1(a) is added and reads as follows:**

Paragraph 1(a):

“Effective upon the recording of this amendment, no unit may be leased or rented and no unit may be occupied by a tenant, or other person who pays rent to the Unit Owner, unless

- (i) the unit is leased to a member of the owner’s immediate family (parents, grandparents, siblings, children, grandchildren) and the rental agreement is written; and
- (ii) a fully executed copy of any proposed lease shall be delivered to the Board of Directors 30 days before the rental term is to begin; and
- (iii) any such lease or rental agreement shall be subject to the Deed of Restrictions, Bylaws, and Rules and Regulations of the Association; and
- (iv) the lease or rental agreement is written and for a term for nothing less than 1 year.”

“The Board of directors reserves the right to impose reasonable fines and take any other legal action necessary to address violations of this paragraph.”

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

)  
) SS

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- (i) the unit is leased to a member of the owner’s immediate family (parents, grandparents, siblings, children, grandchildren) and the rental agreement is written; and
- (ii) a fully executed copy of any proposed lease shall be delivered to the Board of Directors 30 days before the rental term is to begin; and
- (iii) any such lease or rental agreement shall be subject to the Deed of Restrictions, Bylaws, and Rules and Regulations of the Association; and
- (iv) the lease or rental agreement is written and for a term for nothing less than 1 year.”

“The Board of directors reserves the right to impose reasonable fines and take any other legal action necessary to address violations of this paragraph.”

IN WITNESS WHEREOF, the Brownhurst Manor Homeowners' Association, Inc. has caused this Second Amendment to be executed 17<sup>th</sup> day of Sept 2019.

BROWNHURST MANOR HOMEOWNERS'  
ASSOCIATION, INC.

Walter Thompson  
By: Walter Thompson

Its: President

COMMONWEALTH OF KENTUCKY )

COUNTY OF JEFFERSON )

SS )

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 17<sup>th</sup> day of Sept 2019, the foregoing instrument was subscribed and sworn to by Walter Thompson, President of the Brownhurst Manor Homeowners' Association, Inc., for and on behalf of the Brownhurst Manor Homeowners' Association, Inc.

W. Thompson  
NOTARY PUBLIC

My Commission Expires: 10-6-2020

BROWNHURST MANOR HOMEOWNERS'  
ASSOCIATION, INC.

Beth Kincaid  
By: Beth Kincaid

Its: Secretary

OF KENTUCKY )

ON )


SS )

I, a Notary Public within the Commonwealth of Kentucky, do hereby certify that on this the 17th day of Sept 2019, the foregoing instrument was subscribed and sworn to by Beth Kincaid, Secretary of the Brownhurst Manor Homeowners' Association, Inc., for and on behalf of the Brownhurst Manor Homeowners' Association, Inc..

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 10-6-2020

This document prepared by: \_\_\_\_\_

  
\_\_\_\_\_  
Robert W. DeWees III, Esq.  
McCLAIN DEWEES, PLLC  
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Louisville, Kentucky 40207  
Tel: 502.749.2388