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BOBBIE HOLSCLOW
CLERK

BY: SHERRI SCHULTZ
RECORDING CLERK

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6**EIGHTH AMENDMENT TO DECLARATION OF RESTRICTIONS**

THIS IS THE EIGHTH AMENDMENT AND RESTATEMENT TO DECLARATION OF RESTRICTIONS OF BARBOUR MANOR SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT AND SUBDIVISION BOOK 29, PAGE 94. THE ORIGINAL DECLARATION OF RESTRICTIONS IS RECORDED IN BOOK 4587, PAGE 345, AMENDED BY THAT SECOND AMENDMENT RECORDED IN DEED BOOK 7376, PAGE 305, THAT THIRD AMENDMENT RECORDED IN DEED BOOK 8831, PAGE 915, THAT FOURTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF RECORD IN DEED BOOK 9838, PAGE 530, THAT FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF RECORD IN DEED BOOK 9948, PAGE 907 AND THAT SIXTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF RECORD IN DEED BOOK 10585, PAGE 936, AND THAT SEVENTH AMENDMENT TO DECLARATION OF RESTRICTIONS OF RECORD IN DEED BOOK 11270, PAGE 556 IN THE OFFICE OF THE CLERK OF THE COUNTY COURT OF JEFFERSON COUNTY, KENTUCKY.

WHEREAS, Barbour Manor Homeowners Association, by virtue of said transfer possesses the rights to said Declaration of Restrictions and which were amended by that certain Second Amendment to Declaration of Restrictions of record in Deed Book 7376, Page 305, that certain Third Amendment to Declaration of Restrictions of record in Deed Book 8831, Page 915, that certain Fourth Amendment to Declaration of Restrictions of record in Deed Book 8831, Page 915, that certain Fifth Amendment to Declaration of Restrictions of record in Deed Book 9838, Page 530 and that Sixth Amendment to Declaration of Restrictions of record in Deed Book 10585, Page 936, and that Seventh Amendment to the Declaration of Restrictions of record in Deed Book 11270, Page 556 all in the office of the Clerk of Jefferson County, Kentucky;

THEREFORE, Barbour Manor Homeowners Association does hereby further amend and affirm the following restrictions placed upon all property located within Barbour Manor Subdivision, the plat and subdivision recorded in Book 29, Page 94. More specifically, paragraphs 9 and 12 are amended to reflect the voted upon amendments for maintenance and liens and paragraph 17 is added to provide a cap for rental properties in the subdivision. The amended language is underlined.

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 (1) detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than two cars.

2. No dwelling shall be permitted on any lot to be less than 1,350 square feet for a one story dwelling, nor less than 950 square feet on first floor for a dwelling of more than one story, exclusive of one story open porches and garages.

3. All outbuildings erected on any lot hereinafter described, shall be under one roof and be built of durable material such as new lumber, brick or stone to correspond to the construction of the house; be well maintained and aesthetically pleasing, 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. The neighborhood association must approve any proposed outbuilding larger than 100 square feet.

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 and Zoning 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 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 solid wood or other material not to exceed seven (7) feet in height and must be closed at entrance. Eight (8) foot fences are allowed to the rear of lots adjacent to the interstate.

6. No noxious or offensive activity shall be conducted on any lot, which interferes with the quiet enjoyment of other lots, degrades property values or detracts from the aesthetic beauty of the subdivision such as accumulation of clutter in or around the property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In addition:

- a) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In addition, all applicable ordinances remain in affect provided within the rules of Jefferson County Code of Ordinances, Chapter 91.000 pertaining to the Care and Control of Animals within Jefferson County.
- b) No trailers, mobile homes, recreational vehicles, or boats shall be parked in the yard, on the street, lots or driveways of any lot in the subdivision except for limited, temporary, short-term parking related to routine maintenance and/or preparation, and generally not to exceed 48 hours, unless Association board permission is given.
- c) No commercial vehicle shall be kept on homeowner's property. Exceptions may be allowed only upon review of the Board of Trustees when vehicle is classified as a passenger or light-duty vehicle (no more than 4 tires or 10,000 pounds), and is used as homeowner's personal vehicle or homeowner is on duty. Louisville Metro Ordinance restricts parking of any recreational or commercial vehicle in the street, right of way or off paved area (Louisville Metro Ordinances, Chapter 72 as amended).
- d) No automobiles, vans, SUVs or trucks on blocks or any type of lift stands shall be parked in yards, lots, driveways, streets or rights of way. No

vehicle shall be parked off the paved surface (i.e., on yards) at any time (Louisville Metro Ordinances, Chapter 72 as amended)

- e) Parking allowed on the street only when driveway and garage are full and being used for homeowner's automobiles.
 - f) No signs shall be placed in the front of any lot except that "For Sale" signs and political signs not larger than nine (9) square feet may be present during the appropriate times for such signs to be present. Signs advertising firms doing work on a homeowner's property may be displayed only during the time the work is being performed.
7. No surface water or storm water will be dumped or drained into the sanitary sewer.
8. No satellite dishes of any sort or other type of antenna are allowed on the front of the property (closer to the front property line than the building line as shown on the recorded plat), except in cases where that is the only option for signal reception and upon notification to the BMHA Board of Trustees.

9. Homeowners shall keep their lot free from weeds, tall grass and trash, exterior mailboxes maintained and in good repair at all times and their property otherwise neat and in good condition (i.e, trash cans put up after pick up, tree branches and debris disposed of properly, tools stored properly, etc.). Should any owner fail to maintain the residence in this matter, the Association shall have the responsibility to follow the process outlined below and initiate a fine/fee unless the violation is of such a nature that it may require a more immediate response.

Enforcement shall be at first by certified letter requesting compliance with these restrictions and then with no reply or compliance a \$100 fine will be issued ten days after receipt of the original notice. If the fine is not paid after ten days then a lien will be filed 30 days from the first notice. The lien will be for \$300 which includes the fine, administrative costs of \$50 and \$150 in legal expenses. Removal of the lien will result in additional expenses to include recovery of all costs and expenses. The lien will accrue \$10/ month late fee charges from file date.

Each infringement shall be treated as a separate violation and all of the above shall be applicable, even if the homeowner has been through the same process in the past.

Any resident that needs assistance in complying should contact our property management firm about the situation. Our property management firm will work with the board and the resident to establish a mutually workable solution.

10. Trash containers must be placed for pick-up no earlier than the day before the scheduled pick-up and containers taken in at the end of the day of pick-up. (In accordance with Louisville Metro Solid Waste Management Ordinance, Page 62, Item 10, as amended). Hard-sided trash containers only shall be used.

11. Each property owner's electric utility service lines shall be underground throughout length of service lines from Louisville Gas & Electric Company's or any utility provider's point of delivery to customer's building except for those properties adjacent to Barbour Lane that were originally connected otherwise; and title to the service line shall remain in, and the cost of installation and maintenance thereof, shall be borne by the respective lot owner upon which the said service lines are located.

The electric and telephone easements shown on the subdivision plat shall be maintained and preserved in their present condition and no encroachment therein 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 the Louisville Gas & Electric Company and Bell South Telephone Company or any successor in interest to any entity having an interest in said easements.

The foregoing restrictions shall be covenants running with the land for the benefit of the Louisville Gas & Electric Company and the Bell South Telephone Company and shall not be released or modified without the express consent in writing of these companies.

12. Commencing on October 1, 2022, all lots in Barbour Manor shall be subject to annual maintenance charge of two hundred and twenty-five dollars (\$225) each. This amount shall be due and payable on the first day of October of each year and shall be payable to Barbour Manor Homeowner's Association. The amount so collected shall be expended for the purpose of maintaining streetlights, periodically cutting grass on vacant lots, keeping trees trimmed, maintaining the open areas as shown on plat of Barbour Manor, recorded in Plat Book 29, page 94, in the office of the Clerk of the County of Jefferson County, Kentucky, and in general, caring for the needs and beautification of said subdivision.

Trustees to assume obligation to maintain open spaces, retention basin, drainage easements and/or other areas not to be used as building sites, as set forth in agreement dated December 7, 1972, between Jefferson County Department of Public Works and Peter Construction & Supply Company, Inc. whose interest has now been transferred to Barbour Manor Homeowners Association.

The above maintenance charge of two hundred and twenty-five dollars (\$225) per lot, if not paid within thirty (30) days after same shall become due and payable to Barbour Manor Homeowners Association, namely October 1st of each year beginning October 1, 2022, the same shall bear a late fee of twenty-five dollars (\$25.00) per month for each month said maintenance charge is late.

For any check that is returned for insufficient or uncollected funds, a \$50 charge will be added to the dues plus any return check fees that apply and will continue to accrue \$25/month late fees until payment is received and deposit has cleared. Failure to pay late fees when paying dues after due date will be considered incomplete payment with continued late fee accrual until satisfied.

Furthermore, after three (3) months of nonpayment, association may place a lien on homeowner's property or turn over to a collection agency, either action to include accumulating late fees and legal fees with all court fees/costs, interest included.

13. Barbour Manor Homeowners Association shall approve all plans as to architecture, size and suitability to site and harmony with the surroundings before any construction is started.

14. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Unless an instrument is signed by a majority vote of then owners participating through open meetings in accordance with the articles of the Barbour Manor Homeowners Association has been recorded, agreeing to change said covenants in whole or in part.

15. Enforcement shall be at first by letter requesting compliance with these restrictions and then 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. Such action will include recovery of all costs and expenses of such litigation.

16. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the provisions not specifically invalidated by said judgment or order; provisions not specifically invalidated shall remain in full force and effect.

17. Rental Cap - Effective October 2, 2018, the Association has placed a cap of 5% on the properties that can be leased or rented in Barbour Manor Subdivision. Property to be rented needs to be approved by the Barbour Manor Homeowners Association Board.

As of January 1, 2016, we are at the 5% rental cap, which equates to 15. After October 1, 2018, if a property which is being rented is sold, then the rental cap will be reduced to reflect that sale. Thereafter, if an owner or potential purchaser wishes to rent property that is not subject to the rental cap a review and approval by the Board is needed to exceed the cap. The Board can take into consideration certain situations, such as financial hardship or other situations that may necessitate the need to lease a property or where NOT renting may pose a financial burden upon the owner. There will be a \$1000/month fine for any property rented after October 1, 2018 without board approval.

If the fine is not paid after 10 days, then a lien will be filed by the BMHOA at their discretion. Each fine could result in multiple liens being filed. The lien will be for \$1250 which includes the fine, administrative costs of \$100 and \$150 in legal expenses. Removal of the lien will result in additional expenses of \$250 to include recovery of all costs and expenses. The lien will accrue \$100/ month late fee charges from file date.

BARBOUR MANOR HOMEOWNERS ASSOCIATION

BY: *Ken Martin*
Ken Martin, President

COMMONWEALTH OF KENTUCKY)
) §§
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged and sworn to before me by Ken Martin as President of the Barbour Manor Homeowners Association on this 6 day of September 2022.

My Commission expires: April 7, 2024

Dorothy Baker
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
KYINPS369

This Instrument Prepared By:

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