

Lexington Fayette Urban County Government
Administrative Hearing Board Finding of Fact Form and Final Order

Date of Hearing: 08/09/2022

Hearing Officer: JOE BUCKLES

Case number: 789446

Address: 421 JOHNSON AVE. #3

Owner: PAMELA & JOHN DAVIS, CO-TRUSTEES

Present /Not Present

Person Representing Property Owner: Andrea Coughlin, power of attorney for owner

Legal Standing: _____

Issuance Date of Notice: 07/07/2022

Case Officer: GLENDON ROBINSON

☒ Housing with \$ 525.00 Civil Penalty Amount

☐ Nuisance with \$ _____ Civil Penalty Amount

☐ Sidewalk with \$ _____ Civil Penalty Amount

☐ Emergency Abatement _____ ☐ Nuisance ☒ Housing

☐ Other: _____ \$ _____ Civil Penalty Amount

Findings of Fact:

☒ Appellant owns the subject property. Notice was properly served on Appellant and notice of appeal was timely filed.

_____ A violation(s) of the Ordinance was not committed. To Wit: _____

☒ A violation(s) of the Ordinance was committed. To Wit: _____

file loss and work progressing

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Conclusions of Law

The civil penalty is:

Upheld

Dismissed

Other

Notes: _____

Civil Penalty Assessed

1) Appellant is assessed a civil penalty of \$ _____. Failure to make payment on this civil penalty within 30 days of the issuance of this ruling may result in the placement of lien against the indicated property.

Civil Penalty held in abeyance

2) Appellant is granted until _____ within which to remedy the violations to avoid the assessment of a civil penalty of \$ _____. The appellant shall contact the Case Officer and request a confirmation inspection to ensure compliance has been gained on or before the above indicated date as well. Notes: _____

Civil Penalty assessed in part with remaining balance held in abeyance

3) Appellant is assessed a civil penalty of \$ _____, and is ordered to remedy the violation by _____, and in the event he/she fails to do so, an additional amount of \$ _____ will be assessed, and the Lexington-Fayette County Government will abate (when applicable) the nuisance, at the expense of the Appellant.

Notes: _____

****Notice: As indicated in Kentucky Revised Statute 65.8831, any appeal of this order must be made to the Fayette District Court within thirty (30) days from the date this order is issued.**


Hearing Officer's Signature

8/9/2022
Date

**DIVISION OF CODE ENFORCEMENT**
Issuance of Citation (Housing Violation)**DAVIS PAMELA AND JOHN ARCHER
42 135 OLD KALANIANOLE RD
KAILUA, HI 96734****Date & Time of Issuance: July 7, 2022, at 10:21 AM
Compliance Due Date: August 6, 2022
Case Number: 789446****RE: 421 JOHNSON AVE, 3, aka 421 JOHNSON AVE, Lexington, KY 40508**

On **January 19, 2022 at 10:28 AM**, the above referenced property was placed under a Notice of Violation regarding required repairs or corrections pursuant to Chapter 12 of the Lexington-Fayette Urban County Government Code of Ordinances.

On **July 7, 2022 at 10:21 AM**, I conducted a re-inspection of the property and found that not all of the cited repairs/corrections have been completed. The purpose of this document is to formally notify you that due to the continued non-compliance and the presence of **28 violation(s)** on the property during the above indicated "Date of Issuance", you are being issued a citation. **As established in Chapter 12-1 of the Code of Ordinances you have been issued a citation in the amount of \$525. This amount includes a \$25.00 Administrative fee.** Our records indicate you have received 1 citation(s) in this case.

The property owner may file a written appeal of this action, but must do so within 7 days of the above listed "Date of Issuance". Appeals, which should indicate why the citation should be dismissed, may be filed via U.S. Mail or by delivering the request to: Division of Code Enforcement, C/O Secretary of Administrative Hearing Board, 101 East Vine Street, Suite 500, Lexington, KY 40507, or by faxing the appeal request to (859-425-2274)—No emails. Failure to appeal this citation within the indicated time shall result in the determination the property owner has waived their right to appeal, the violations were present on the property, and the issuance of the citation was proper.

If this citation is not paid within 14 days of its issuance and it is not on appeal, a Notice of Lien Claimed may be filed. If a Notice of Lien is filed, then the property owner will be responsible for all fees and administrative costs associated with the lien as well. **All payments related to citations or liens should be made to the Lexington-Fayette Urban County Government and mailed or delivered to the Lexington-Fayette Urban County Government, Division of Revenue, 218 East Main Street, Lexington, Kentucky 40507.** Please include a copy of this citation and/or documents clearly identifying the referenced property and this citation with the payment to ensure proper credit occurs.

Please note that as outlined in Chapter 12-1 of the Code of Ordinances, if the cited repairs are not completed and the property is not brought into compliance before the above indicated "Compliance Due Date", additional penalties ranging between \$100.00 and \$2,500.00 may be assessed. Please take immediate steps to correct these violations to ensure no additional citations or liens are issued.

Please contact me if you have any questions or concerns regarding this citation. If you do not receive a response from me within 36 Hours of calling/emailing, please call our office and ask to speak to my supervisor.

Inspection Comments:

Department of Building Inspection website checked. Fire Loss Permit, HVAC Commercial Permit, Electrical Permit have been obtained. No contact from Property Management Or Ownership.





Violations remain.

Glendon Robinson

Glendon Robinson
Code Enforcement Officer

Phone
(859) 576-3850

E-Mail Address
grobinson@lexingtonky.gov



LIMITED POWER OF ATTORNEY

I, **John A. Davis**, individually and as Co-Trustee of **The John A. Davis and Pamela D. Davis Revocable Trust Agreement Dated January 15, 2022**, of 42-135 Old Kalaniana'ole Road, Kailua, HI 96734, do hereby make, constitute and appoint **Karin Andrea Coughtry**, of 1908 Bryant Rd., Lexington, KY 40509, my true and lawful attorney-in-fact, for me and in my name, place and stead, hereby giving my said attorney-in-fact full and complete power and authority to act on my behalf in any legal proceeding relating to the property described below and also to make, execute and deliver for me and in my name, any and all deeds, contracts, loan documents, writings, checks, drafts, closing statements and instruments of all kinds and descriptions relating to the real property located at 421 Johnson Ave., Lexington, Kentucky 40508, and more particularly described as follows:

All that tract of land with improvements thereon in the City of Lexington, County of Fayette, and State of Kentucky, beginning at a point 343 1/2 feet North of Fourth Street, on Johnson Avenue and 19 1/2 feet North of corner of Lot No. 9; thence in a northerly direction along said street 33 feet, more or less; thence in a westerly direction 154 feet, more or less to an alley; thence in a southerly direction along said alley 33 feet, more or less; thence in an Easterly direction 154 feet to Johnson Avenue, the point of beginning; being the northern part of Lot No. 8 of the Johnson Subdivision to the City of Lexington, as per plat of recrd in the office of the Clerk of the Fayette County Court in Plat Book 1, at Page 102, now Plat Cabinet E, Slide 102; said property is known as 421 Johnson Avenue, Lexington, Kentucky; and

Also with an appurtenant easement for a passageway with a right of ingress and egress for the above described property which is more particularly described as follows:

Beginning with the southwest corner of the lot conveyed by the heirs of Mrs. Callie F. Glass to William David Morris and extending south along the right of said alley a width of 14 feet; thence at an acute angle to said line and in a northeasterly direction to the line of said lot a point 12 feet from the southwest corner of said lot; thence to the point of beginning; and

BEING the same property conveyed to John A. Davis and Pamela D. Davis, Co-Trustees under the John a. Davis and Pamela D. Davis Revocable Trust Agreement Dated January 15, 2022, by deed dated 02/24/2022, of record in Deed Book 3920, Page 643, in the Fayette County Clerk's Office.

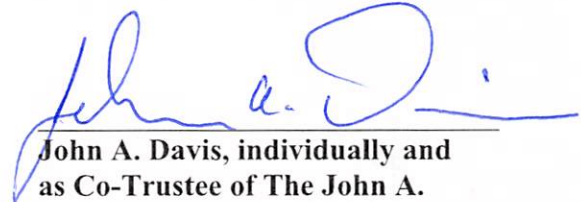
To pay and hereby satisfy all mortgages, encumbrances, taxes, and assessments that may be lien or charge on any of said lands, tenements or hereditaments; to receive payment of the purchase money of any and all lands so sold and of any and all promissory notes or bonds received in payment therefore; giving and granting unto my

said attorney full power and authority to do and perform all, any, every act and thing whatsoever, requisite, necessary and proper to be done as fully, to all intents and purposes, as I might or could do, if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do, or cause to be done by virtue hereof.

This power of attorney is effective immediately upon the date of signing and shall remain in effect until this specific real estate transaction has been closed and any and all corrections thereto have been completed. Upon completion of this transaction, this limited power of attorney shall be and is revoked without need of written notice.

PROVIDED, HOWEVER, that this Power of Attorney and the powers herein granted shall not be affected by any disability or incompetence which may occur to me as principal, nor shall any person transacting any business with our said attorney-in-fact be required to determine whether or not I am alive, competent and not disabled.

IN WITNESS WHEREOF, the undersigned had duly executed this instrument, this the 1 day of August, 2022.



**John A. Davis, individually and
as Co-Trustee of The John A.
Davis and Pamela D. Davis
Revocable Trust Agreement Dated
January 15, 2022**

STATE OF KENTUCKY
COUNTY OF FAYETTE

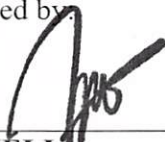
Subscribed, sworn to and acknowledged before me this 1 day of August, 2022 by **John A. Davis, individually and as Co-Trustee of The John A. Davis and Pamela D. Davis Revocable Trust Agreement Dated January 15, 2022.**

My Commission Expires: 7-13-2022.



NOTARY PUBLIC

This instrument prepared by



JEREMY D. MITCHELL
Mitchell & Grant, PLLC
2800 Palumbo Drive, Ste 102
Lexington, KY 40509
859-266-1611

