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**AMENDED AND RESTATED  
DECLARATION OF  
RESTRICTIONS AND PROVISION FOR MAINTENANCE**

**IROQUOIS HEIGHTS SUBDIVISION  
SECTIONS 1 THROUGH 7  
Jefferson County, Kentucky**

This Amended and Restated Declaration of Restrictions and Provision for Maintenance for Iroquois Heights Subdivision, Sections 1 through 7 (this "Declaration") is made as of the 20 day of May, 2012, by The Iroquois Heights Neighborhood Association, Inc., ("Association") and the individual lot owners, by their signatures below.

WHEREAS, the Developer, Iroquois Heights Developments, Inc., was the original owner and "Developer" of certain real property in Jefferson County, Kentucky, which was developed as a residential subdivision comprised of seven sections, and known as Iroquois Heights Subdivision.

AND WHEREAS, Developer declared that all of the property described in the original Declarations of Restrictions for sections 1 through 7, which Declarations were then separately filed of record, with Section 1 filed in Deed Book 4124, Page 271, Section 2 filed in Deed Book 4372, Page 413, Section 3 filed in Deed Book 4590, Page 162, Section 4 filed in Deed Book 4737, Page 865, Section 5 filed in Deed Book 4824, Page 473, Section 6 filed in Deed Book 4929, Page 264, and Section 7 filed in Deed Book 5377, Page 921, all in the office of the Jefferson County Clerk, were to be held, sold and conveyed subject to the above filed easements, restrictions, covenants and conditions, which were for the purpose of protecting the value and desirability of the real property. The above stated easements, restrictions, covenants and conditions shall further run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns and shall inure to the benefit of each lot owner.

AND WHEREAS, Iroquois Heights Neighborhood Association, Inc., is the successor in interest to the Developer, and is charged, through its Board of Directors, to further administer and enforce the above referenced Declarations of Restrictions and Provision for Maintenance for all of the above subdivision sections.

NOW, THEREFORE, the Association has, by the required and proper signatures of the lot owners, as attested to by its Presidnet below, and for the economy and purpose to simplify and unify the provisions of the separate Declarations identified above, into one uniform document applicable to all sections, does hereby replace and Amend and Restate the original Declarations, into the following document, which shall replace in their entirety, those original Declarations, previously filed and referred to above in the office of the County Clerk aforesaid.

AND, THEREFORE, the Association, by and through its lot owners, does hereby affirm and approve the following restrictions and covenants placed upon, and applicable to all lots located within all Sections, 1 through 7, of the Iroquois Heights Subdivision as follows.

### 1. Residential Purposes Only

Lots shall be used for private, single-family residential purposes only. No commercial business of any kind shall be conducted on any property or lot within the subdivision.

### 2. Garage & Other Structures

Plans and general specifications, elevations, grades, and including, but not limited to the proposed location for a garage or other outbuildings must be submitted for written approval to the Association, or its designated agent, and such written approval must be granted before any work is commenced thereon.

### 3. Temporary Structures

No trailer, garage, basement or temporary structure of any nature or material shall be used or occupied as a residence on any lot or street within Iroquois Heights Subdivision at any time.

### 4. Driveways & Culverts

All driveways shall be of poured concrete construction, and culverts under the driveway shall be the appropriate size of plastic or galvanized steel pipe.

### 5. Yards

The owner of any lot in the subdivision shall keep the grass cut, bushes trimmed and the lot free from weeds and trash and otherwise neat and attractive in appearance. Violations of this Restriction will be subject to reasonable fines as determined by the Association's Board of Directors.

### 6. Fences

Any fencing shall extend no nearer the front property line than the front wall of the residence on the lot; and no fence shall be erected nearer to any street than the minimum set-back line shown on the aforesaid recorded plat, and no fence shall be installed without the prior and specific written consent required and provided for in the above numbered paragraph 2.

### 7. Parking

No vehicle shall be regularly or habitually parked on any street or front yard area therein; and every owner of a residence shall provide adequate facilities for off-street parking for all vehicles. Violations of this Restriction will be subject to reasonable fines as determined by the Association's Board of Directors.

### 8. Signage

No permanent sign or signs shall be erected or maintained on any lot except the house numbers and/or name plate of the occupants thereof.

### 9. Animals

No reptiles, livestock or poultry of any kind shall be kept on any lot. All household pets, including dogs and cats, shall be kept in a manner so as to keep them from being an annoyance or nuisance to the other lot owners and residents and shall not be kept for or maintained for any commercial or breeding purposes. The lot owner keeping any such pets shall keep the lot free of pet waste and feces.

#### 10. Nuisance Activity

No offensive or noxious trade or activity nor anything that may become a nuisance or annoyance shall be permitted or engaged on any lot which interferes with the quiet enjoyment of other lots, degrades property values, or detracts from the aesthetic beauty of the subdivision.

#### (A) Association Membership

Owner(s) of each lot in said subdivision shall upon acquisition of title be deemed to hold one membership and entitled to one vote or voice in the organization of and in the conduction of the affairs and business of the Association, which membership and voting right shall pass with title to the succeeding owner or owners of such lot.

#### (B) Association Procedures

Procedures of organization and conduction of the business and affairs of the Association shall be according to the Bylaws of the Association and those other democratic procedures and processes usual and normal to such organizations and may be established, re-established and altered according to need by appropriate action of the membership.

#### (C) Association Maintenance & Upkeep

The Association shall assume and have responsibility for the maintenance and upkeep of any public areas, lighting and other services installed or established for the mutual use and benefit of the owners and occupants of the lots therein.

#### (D) Association Fund

The Association shall be responsible for the receiving and collection of, safekeeping of, and expenditure of the maintenance funds and assessments herein provided for. All monies collected and received by it hereunder shall be placed on deposit with and disbursed through a Federally insured bank or depository.

#### (E) Association Fees and Lien

The annual maintenance charge as determined by the Association's Board of Directors will be due on March 15 of each calendar year. The annual amount due shall constitute a lien on the lot affected and the Association shall have full powers of the enforcement of such lien as in the case of liens on real estate generally. However, said lien for any such assessment(s), shall be subordinate to the lien of a first mortgage or a lien for unpaid taxes.

#### (F) Non Payment of Maintenance Fees

Any maintenance fee not paid by the due date shall be subject to a late charge of ten (10) percent of the amount due for each month a payment is late. Furthermore, after six (6) months of nonpayment, the Association may place a lien on the lot owner's property. To release the lien, in addition to the unpaid maintenance fees due, all collection and reasonable attorney's fees for placing and releasing the lien will also be due and payable from the lot owner.

#### (G) Covenants

These covenants are to run with the land and shall be binding on all Iroquois Heights subdivision lot owners and all persons claiming under them, and shall continue in full force for a period of thirty (30) years from and the date these covenants are recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky after which time the said covenants shall be automatically

extended for successive periods of ten (10) years, unless by vote of the then owners of the majority of the lots shall join in the execution of and cause to be recorded an instrument whereby the provisions hereof are amended, altered or eliminated in whole or in part.

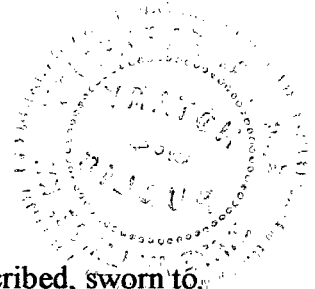
(H) Enforcement

Enforcement of these restrictions shall be by letter requesting compliance with these restrictions, and/or by reasonable fines as established, determined and published by the Board, and then by proceedings at law or in equity against any person(s) violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages. Such actions will include the recovery by the Association of all costs and expenses of such litigation, including reasonable attorney's fees. Invalidation of any of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions not specifically invalidated by said judgment or order; and all provisions not specifically invalidated shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of Iroquois Heights Neighborhood Association, Inc by its authorized representative and the majority of lot owners of each respective section this 20 day of May, 2012

Iroquois Heights Neighborhood Association, Inc.

By: Ann Browning  
Ann Browning, President  
President



STATE OF KENTUCKY    )  
  ) SS  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public hereby certify that the foregoing instrument was subscribed, sworn to, and acknowledged before me by Ann Browning as President of Iroquois Heights Neighborhood Association, Inc this 20 day of May, 2012.

My Commission expires: 6-15-2014

Earl C. Frederick #421605

THIS INSTRUMENT PREPARED BY:

HEBEL & HORNING, P.S.C.

By: [Signature]  
Richard V. Hornung, Attorney  
6511 Glenridge Park Place, Suite #1  
Louisville, Kentucky 40222  
(502) 429-9790

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS:

Subscribed, sworn to and acknowledged before me this <sup>15</sup>/<sub>20</sub> day of May, 2012,  
by Earl C. Fiebert #421605

Section 1

Harold G. Smith  
Lot Owner

Lot Owner	Address	Date
<u>Harold G. Smith</u>	<u>7916 Nottoway Circle</u>	<u>5/15/12</u>
<u>Leon N. Duna</u>	<u>7319 Nottoway Circle</u>	<u>5-15-12</u>
<u>Barbara L. Zeller</u>	<u>7926 Nottoway Circle</u>	<u>5-15-12</u>
<u>Carolyn Murphy</u>	<u>7903 Nottoway Circle</u>	<u>5-15-12</u>
<u>Karen Crew</u>	<u>7313 Nottoway Circle</u>	<u>5-15-2012</u>
<u>Robert E. Johnson</u>	<u>7406 Nottoway Circle</u>	<u>5/15/2012</u>
<u>Charles D. Campbell</u>	<u>7302 Nottoway Circle</u>	<u>5-15-2012</u>
<u>Michael E. Grant</u>	<u>7302 Nottoway Circle</u>	<u>5-15-2012</u>
<u>Patricia M. Kusler</u>	<u>7404 Nottoway Circle</u>	<u>5-15-2012</u>
<u>Helma M. E. Chew</u>	<u>7912 Nottoway Circle</u>	<u>5-20-2012</u>
<u>Keith Lewis</u>	<u>7407 Nottoway Circle</u>	<u>5-20-2012</u>
<u>Mary C. Avery</u>	<u>7917 Nottoway Circle</u>	<u>5-20-2012</u>
<u>Mark C. Conway</u>	<u>7914 Nottoway Cir.</u>	<u>5-20-2012</u>
<u>John A. ...</u>	<u>7915 Nottoway Cir.</u>	<u>5-20-2012</u>
<u>John A. ...</u>	<u>7300 Nottoway Cir.</u>	<u>5-20-2012</u>
<u>John A. ...</u>	<u>7931 Nottoway Cir.</u>	<u>5/20/12</u>
<u>Stephanie Kottler</u>	<u>7933 Nottoway</u>	<u>5-20-12</u>
<u>Frances Y. Clemons</u>	<u>7925 Nottoway Circle</u>	<u>5-20-12</u>
<u>Wendy Thompson</u>	<u>7925 Nottoway Cir</u>	<u>5-20-12</u>
<u>Shirley Parrish</u>	<u>7918 Nottoway</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7919 Nottoway Cir.</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7920 Nottoway Cir</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7909 Nottoway Cir</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7906 Nottoway Cir</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7905 Nottoway Circle</u>	<u>5/20/12</u>
<u>John A. ...</u>	<u>7307 Nottoway Circle</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>2510 Pennacook Rd</u>	<u>5-20-12</u>
<u>Richard D. ...</u>	<u>7911 Nottoway Circle</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7913 Nottoway Circle</u>	<u>5-20-12</u>
<u>John A. ...</u>	<u>7902 NOTTOWAY CIRCLE</u>	<u>5-20-12</u>

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014 Earl C. Fiebert #421605  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

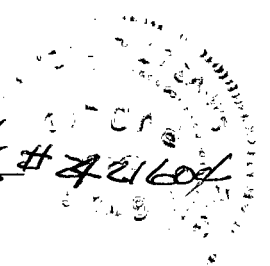
SS:

Subscribed, sworn to and acknowledged before me this <sup>15</sup>/20 day of May, 2012,  
by Carl C. Frafenk, #421605  
Section 2

Lot Owner	Address	Date
<u>Ruel J Robinson</u>	<u>7433 NOTTOWAY CIR.</u>	<u>5-15-12</u>
<u>ROBERT L. BOYD</u>	<u>7429 NOTTOWAY CIR.</u>	<u>5-15-12</u>
<u>Radner Harris</u>	<u>7420 Cenjar Ct.</u>	<u>5-15-12</u>
<u>Ruth E. Kang (Ruth &amp; Kang)</u>	<u>7413 Nottoway Circle</u>	<u>5/15-12</u>
<u>Michelle B. Cooper</u>	<u>7421 NOTTOWAY CR</u>	<u>5-20-12</u>
<u>Jane Catting</u>	<u>7408 Nottoway Ln</u>	<u>5-20-12</u>
<u>Farry Varner</u>	<u>7421 Nottoway Cir</u>	<u>5-20-12</u>
<u>John Con</u>	<u>7420 Nottoway Cr</u>	<u>5-20-12</u>
<u>Bleen Cecil</u>	<u>7431 nottoway circle</u>	<u>5-20-12</u>
<u>Mark P. Kelly</u>	<u>7424 Nottoway Circle</u>	<u>5-20-12</u>
<u>Janice French</u>	<u>7430 Nottoway Cir</u>	<u>5/20/12</u>
<u>Christina L. Lorchner</u>	<u>7417 Nottoway Circle</u>	<u>5/20/12</u>
<u>Angela M. Murray</u>	<u>7419 Nottoway Circle</u>	<u>5-20-12</u>
<u>Core Brock</u>	<u>7422 Nottoway Cr</u>	<u>5/20/12</u>
	<u>7502 Nottoway Circle</u>	<u>5/20/12</u>

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014 Carl C. Frafenk #421605  
NOTARY PUBLIC



COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

SS: 00 09893PG0915

Subscribed, sworn to and acknowledged before me this <sup>15</sup>/20 day of May, 2012,  
by Paul Deuninger

Section 3

Lot Owner	Address	Date
<u>Joni K. Kuylen</u>	<u>6302 NOTTO CT</u>	<u>5-20-12</u>
<u>Ray L. Sooley</u>	<u>2700 STEPHAN RD.</u>	<u>5-20-12</u>
<u>Leah D. Green</u>	<u>7827 NOTTOWAY CIR.</u>	<u>5-20-12</u>
<u>Delora Green</u>	<u>2620 STEPHAN RD</u>	<u>5-20-12</u>
<u>Lagunta M. Johnson</u>	<u>7824 NOTTOWAY CIR</u>	<u>5-20-12</u>
<u>John D. Budoff</u>	<u>7820 NOTTOWAY CIR</u>	<u>5-20-12</u>
<u>Paul Deuninger</u>	<u>7818 NOTTOWAY CIR</u>	<u>5-20-12</u>
<u>Brendy Tucker</u>	<u>6300 Notta Ct. 40214</u>	<u>5-20-12</u>
<u>Larry G. Johnson</u>	<u>6301 Notta Ct. 40214</u>	<u>5-20-12</u>
<u>John D. Johnson</u>	<u>7822 NOTTOWAY</u>	<u>5-20-12</u>
<u>Joni Kuylen</u>	<u>7900 NOTTOWAY CIR</u>	<u>5-20-12</u>
<u>Paul Deuninger</u>	<u>7823 Nottoway Cir</u>	<u>5-20-12</u>

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014 Paul C. Friedrich  
NOTARY PUBLIC #421605

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF JEFFERSON )

DB 09893PG0916

SS:

Subscribed, sworn to and acknowledged before me this <sup>15</sup>/20 day of May, 2012,  
by Ann Deavers,

Section 4

Lot Owner	Address	Date
<u>James W. Wells</u>	<u>7301 Oswego Cir</u>	<u>5-15-12</u>
<u>Robert H Britton</u>	<u>2503 Eno Rd</u>	<u>5-15-12</u>
<u>Patricia Schroeder</u>	<u>7919 Oswego Circle</u>	<u>5-15-12</u>
<u>Mark A. [unclear]</u>	<u>7310 OSWEGO CIR.</u>	<u>5-15-12</u>
<u>Alexis Sexton</u>	<u>7921 Oswego Circle</u>	<u>5-15-12</u>
<u>Robert S. Dool</u>	<u>7023 HONIASANT RD</u>	<u>5-20-12</u>
<u>Norman A. Abel</u>	<u>1404 Oswego Circle</u>	<u>5-20-12</u>
<u>Albert K. Dool</u>	<u>7482 Oswego Circle</u>	<u>5-20-12</u>
<u>Norman Metzger Jr.</u>	<u>7409 OSWEGO CIRCLE</u>	<u>5-20-12</u>
<u>John N. Redispice</u>	<u>7414 OSWEGO CIR</u>	<u>5-20-12</u>
<u>Scott W. Smith</u>	<u>7314 HONIASANT RD.</u>	<u>5-20-12</u>
<u>Robert A. Dixon</u>	<u>746 Longan Rd</u>	<u>5-20-12</u>
<u>Dennis Pearson</u>	<u>7503 OSWEGO CIR</u>	<u>5-20-12</u>
<u>Dave M. Gago</u>	<u>7412 Oswego Circle</u>	<u>5-20-12</u>
<u>Samuel SW</u>	<u>7414 Oswego Circle</u>	<u>5-20-12</u>
<u>Robert B. Matthews</u>	<u>7408 Oswego Circle</u>	<u>5-20-12</u>
<u>Mark [unclear]</u>	<u>7417 Oswego Circle</u>	<u>5-20-12</u>
<u>Edward M. Shepard</u>	<u>7303 Oswego Circle</u>	<u>20 MAY 12</u>

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014

Earl C. Fredink #421605  
NOTARY PUBLIC





SS:

Subscribed, sworn to and acknowledged before me this 15/20 day of May, 2012,  
by Gina Beauregard

Section 5

Lot Owner	Address	Date
* <u>Scott Kelly</u>	<u>7915 Oswego Circle</u>	<u>5/15/12</u>
<u>John W. Bergman</u>	<u>7918 Oswego Cir.</u>	<u>5-15-12</u>
<u>William W. Campbell</u>	<u>7916 Oswego Cir.</u>	<u>5-15-12</u>
<u>Mary J. Campbell</u>	<u>7507 Oswego Cir</u>	<u>5/15/12</u>
<u>Patricia S. Smith</u>	<u>7917 Oswego Cir</u>	<u>5-15-12</u>
<u>Patricia Mann</u>	<u>1908 Oswego Cir</u>	<u>5/15/12</u>
<u>Eddie L. Fishem</u>	<u>7910 Oswego Circle</u>	<u>5-15-12</u>
<u>Jane Malenough</u>	<u>7002 Honiasant</u>	<u>5-15-12</u>
<u>Margie L. Simpson</u>	<u>7000 Honiasant Rd</u>	<u>5-15-12</u>
<u>Janet Jeffers</u>	<u>7912 Oswego Circle</u>	<u>5/15/12</u>
<u>Burton O. O'Day</u>	<u>7006 Honiasant Rd</u>	<u>5/20/12</u>
<u>Richard White</u>	<u>7004 Honiasant Rd</u>	<u>5/20/12</u>
<u>Rosemary Filabe</u>	<u>2707 STEPHAN RD</u>	<u>5/20-12</u>
<u>Gina Beauregard</u>	<u>7505 Oswego Cir</u>	<u>5-20-12</u>

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014 Eric C. Ziefank #421602  
NOTARY PUBLIC

SS:

Subscribed, sworn to and acknowledged before me this 15/20 day of May, 2012,  
by Earl C. Frederick

Section 6

Lot Owner	Address	Date
Gladys M. Belcher	7600 Oswego Cir	5-15-12
Martha L. Lee	7809 Oswego Cir	5-15-12
J. Deemable	2706 Stephen Rd	5-15-12
Arthur C. Evers	7807 Oswego Cir	5-15-12
Shelley Evers	7807 Oswego Cir	5-15-12
Joseph Ratterman III	7604 Oswego Cir	5-15-12
Milae Hudson	7805 Oswego Cir	5-15-12
Paul Fath	6301 SARANAC CT	5-15-12
Julie Dwyer	7806 Oswego Circle	5-15-12
Raylon Perry	6302 Saranac Ct	5-15-12
James L. Long	2704 Stephen Rd.	5-15-12
Doug Bushnell	7700 Oswego Circle	5-15-12
Kathryn Dotto	7701 OSWEGO CIRCLE	5-15-12
Edna Frederick	7603 Oswego Circle	5-15-12
Glen Wright	2708 Stephen Rd	5-15-12
Spicy Mitchem	7601 OSWEGO CIR.	5-15-12
Sheli Yacy	6306 Saranac Ct	5-15-12
Charles H. Hays	6311 TIOGA RD	5-20-12
George H. Hays	6314 Tioga Rd.	5-20-12
Earl C. Frederick	6312 TIOGA RD	5-20-12
John Hays	6303 Saranac Court	5/20/12

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014 Earl C. Frederick #421605  
NOTARY PUBLIC

Subscribed, sworn to and acknowledged before me this 15/20 day of May, 2012,  
by Carl Deamery

Section 7

Lot Owner	Address	Date
Bobbi Biggs	7604 Nottoway	5-15-12
Pam Tentler	7610 Nottoway Circle	5-15-12
Charmaine Dylbin	6310 Tioga Road	5-15-12
John R. Egan	6201 Arhwa Rd	5-15-12
Patricia Sue Sheets	7611 Nottoway Circle	5-15-12
Karen Smith	6319 Tioga Rd.	5-15-12
Kristi Racefield	7607 Nottoway Cir	5/15/12
Mary Jane Tipton	7509 Nottoway Cir	5-15-12
Caecilia Okula	7619 Nottoway Circle	5/15/12
Charlotte Rush	7606 Nottoway Cir.	5/15/12
Cheryl Fuddy	7600 Nottoway Circle	5/20/12
Bruce R. Scott	6300 Sarahoe Ct	5/20/12
Carl Brode	7513 Nottoway Ct.	5/20/12
Diana L. Osborne	7704 Nottoway Ct.	5/20/12
Mary A. Gray	7700 Nottoway Ct	5/20/12
OTC	7705 Nottoway Cir	5/20/12
Cheryl Stopinski	7615 Nottoway Cir	5/20/12
Diana Mack	7605 Nottoway Cir	5/20/12
Melissa Hume	6203 Arhwa Rd	5/20/12
David O. Martin	7505 Nottoway Circle	5/20/12
Letia Huser	7507 Nottoway Circle	5/20/12

all as Lot Owners, and members of the Iroquois Heights Neighborhood Association, Inc

My Commission Expires: 6-15-2014 Carl C. Frederick # 421605  
NOTARY PUBLIC

Document No.: DM2012077501  
Lodged By: IROQUOIS HEIGHTS  
Recorded On: 06/01/2012 09:12:28  
Total Fees: 37.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: AMASHO