

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
ESTATES OF L'ESPRIT  
HENRY COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ESTATES OF L'ESPRIT (the "Declaration") is entered into and effective as of June 3, 2021, by Sunanza, Inc., a Kentucky Corporation, with its principal office and place of business at 16900 Meeting House Road, Fishersville, Kentucky 40023 (the "Developer").

RECITALS:

A. WHEREAS, Developer is the owner of certain real property located in Henry County, Kentucky (the "Property") and which is currently being developed into sixteen (16) tracts (each of which is hereinafter referred to as a "Tract" or, collectively, the "Tracts") entitled the Estates of L'Esprit (the "Subdivision"). The plat of the Property is recorded in Plat Cabinet 2, Slide 133, in the Office of the Henry County Clerk, a copy of which is attached hereto and made a part hereof, as Exhibit A; and

B. WHEREAS, the Property is part of the "L'Esprit Property" and is subject to that certain Third Amendment and Restatement of the L'Esprit Master Declaration of Easements, Covenants and Restrictions, dated July 6, 1995 (the "Third Amendment"), of record in Deed Book 185, Page 892, in the Office of the Henry County, Kentucky Clerk. Office, and that certain Restrictive Covenant Agreement dated February 18, 1999, of record in Deed Book 204, Page 607, in the office aforesaid; and

C. WHEREAS, Article 9.04 of the Third Amendment requires the formation of a "subassociation" in the event more than ten (10) new tracts of a subdevelopment of a L'Esprit Property parcel are created; and

D. WHEREAS, Developer enters into this Declaration in order to further the purposes of protecting the value and desirability of the Property, promoting and protecting the cooperative aspect of ownership of the Property and the common plan and scheme for the Subdivision, facilitating the proper administration of the Subdivision, and defining the scope of the Sub-Association and setting forth its purpose, activities, and the rights and obligations of the owners of the Property.

AGREEMENT:

NOW THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Developer hereby declares that the Property shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges, and liens set forth in this Declaration. The rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in this Declaration shall run with the Property made subject hereto and be binding upon and inure to the benefits of all parties having any right, title, or interest therein, their respective heirs, personal representatives, successors, and assigns.

**1. Property Subject to This Declaration.** The real property which is subject to this Declaration is located in Henry County, Kentucky, and is more particularly described as Lots 1-16 of the Subdivision as shown on the Plat of the Property attached hereto as **Exhibit A** and which is of record in Plat Cabinet 2, Slide 133 in the Office of the Henry County, Kentucky Clerk.

**2. Additions to Existing Property.** Additional residential property and common areas may become subject to this Declaration, or may be annexed to the Property subject to this Declaration. All additions shall be made by the Developer, its successor, or its assignee filing with the Office of the Clerk of Henry County, Kentucky and/or the Office of the Clerk of Oldham County, Kentucky, a Supplemental or Amended Declaration of Covenants, Conditions and Restrictions (the "Supplemental Declaration") with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplemental Declarations may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration and the Third Amendment.

**3. L'Esprit Declaration.** The Property is and remains part of the L'Esprit Property, and is subject to all of the terms, conditions, and provisions of the Third Amendment and all modifications, amendments, and replacements thereto. The Third Amendment is specifically incorporated herein this Declaration by reference. The Sub-Association and its Board of Directors shall represent all purchasers of Tracts of the Development for purposes of all voting, representation, and other matters as stated in and pursuant to the Third Amendment. In the case of any conflict between any of the provisions of this Declaration and the Third Amendment, the Third Amendment (and any modifications, amendments, and replacements thereto) shall control, provided, however, that if any provision of this Declaration is more restrictive than the provision of the Third Amendment (and any modifications, amendments, and replacements thereto), the provisions of this Declaration shall to that extent control. Notwithstanding the foregoing, this Declaration does not abrogate any provision of the Third Amendment (and any modifications, amendments, and replacements thereto), and this Declaration shall be read and interpreted in harmony with the Third Amendment (and any modifications, amendments, and replacements thereto).

**4. Restrictions On Use.** All lots shall be used exclusively for single family private residences. No more than one dwelling house designed for occupancy of a single family shall be erected on any one lot. No house trailers, recreational vehicles, modular homes, basements, tents, garages, or out-buildings or temporary structures shall be used as a residence on any site.

**5. Nuisances.** No noxious or offensive trade or activity nor anything that may become a nuisance or annoyance to the Subdivision shall be conducted on any Tract.

**6. Division of Tracts.** No Tract shall be divided or diminished in size unless it shall be used with an adjacent lot for the purpose of constructing one residence thereon.

**7. Construction.** All construction shall be confined to the boundaries of the Tract under construction, and the owner of the Tract or his or her builder shall be liable for damages to any other lot or road damaged outside his or her particular Tract. It will be the responsibility of the

owner of the Tract or his or her builder to repair, replace, and seed the shoulder and ditches in front of Tract. The purchaser of the Tract or his or her builder shall properly dispose of all debris and trash on the Tract.

**8. Culvert; Driveway.** Each Tract shall have a minimum culvert measuring fifteen (15) inches by twenty four (24) feet to be located under the driveway serving that Tract, to be installed by the owner at his or her expense, before construction begins. Each Tract owner shall concrete or black top the driveway within 12 months after completion of a dwelling. Any variance in culvert size shall be approved by the appropriate municipal or governmental authority.

**9. Maintenance and Repair.** Except as specifically set out herein this Declaration, Article 5.04 of the Third Amendment sets out the maintenance and repair responsibilities of the Master Association and the individual Tract owners. Notwithstanding the foregoing, the Sub-Association shall maintain and keep in good repair the landscaping and plantings surrounding the entranceway and the median to the Property and any improvements and structures situated thereon. Additionally, the Developer shall maintain and keep in good repair all Tracts which are owned by the Developer in the Subdivision in accordance with Article 5.04 of the Third Amendment and the provisions herein this Declaration.

**10. Easements.** All Tracts are subject to the easements for electrical, drainage, internet, water, and telephone utilities as shown on the Plat of the Subdivision attached hereto as **Exhibit A**. Easements are reserved as shown on the recorded plat with right of ingress and egress and with the right to cut down or trim any trees within the easements that may interfere with the installation or operation of the utility lines. The easements shall be kept free of all obstructions, including permanent fences, shrubbery and gardens.

**11. Utility Lines.** All utility lines on the Property shall be underground, subject only to the requirements of municipal or governmental authorities having jurisdiction and utility companies.

**12. Sub-Association.** In order to carry out the intent and purposes of this Declaration, the Estates of L'Esprit Property Owners Association, Inc. (the "Sub-Association") will be organized pursuant to Chapter 273 of the Kentucky Revised Statutes. The Sub-Association shall be the "subassociation" for the Development contemplated by Article 9.04 of the Third Amendment. The Sub-Association shall not supersede or replace the Association referred to in the Third Amendment, i.e., the L'Esprit Property Owners Association, Inc. (the "Master Association"), but it shall have authority with respect to those matters which are specially addressed herein this Declaration, its Bylaws, Articles of Incorporation, and rules and regulations, and all authority granted to it as a "subassociation" under the Third Amendment.

**13. Sub-Association Membership.** Developer and every owner of a Tract of the Property shall be a member of the Sub-Association. Such owner and member shall abide by the Sub-Association's Bylaws, Articles of Incorporation, and rules and regulations. Each Tract owner, other than Developer, shall pay the assessments provided for in this Declaration and the Third Amendment, when due. Each Tract owner shall comply with decisions of the Sub-Association's Board of Directors. Conveyance of a Tract automatically transfers membership in the Sub-Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any Tract of the Property. Membership shall not include

persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an owner's membership.

**14. Classes of Membership.** The Sub-Association shall have two classes of membership. Membership in the Sub-Association shall be set forth in the Articles of Incorporation of the Sub-Association which shall be as follows:

- a. Class A. Class A members shall be all owners of Tracts within the Subdivision, with the exception of Developer.
- b. Class B. The Class B member in the Sub-Association shall be the Developer. The Class B membership of Developer shall cease and be converted to Class A membership (at which time Class A membership shall succeed to and be assigned all rights of Developer) upon the earlier of (i) when, at its discretion, the Developer member so determines or (ii) within sixty (60) days following the date when 80% of the Tracts which may be developed in this Subdivision, including any property later annexed to the Subdivision, have been sold by the Developer.

**15. Voting.** Members shall have voting rights in the Sub-Association based upon the total amount of acreage of the Subdivision owned by each member, provided, however, that Class A members shall not be entitled to exercise any vote until the cessation and conversion of Class B membership to Class A membership as outlined in Section 14 above. Each member shall be assigned the number of votes corresponding to the number of acres owned by the member rounded to the nearest whole number. Where there is more than one owner of the particular Tract, such owners shall designate one individual to cast all votes allocated to the Tract in question. No splitting of votes allocated to ownership of all individual tract shall be permitted or recognized.

**16. Fences.** Each Tract shall have a 4-Board Fence as described in the Third Amendment along each boundary line. In the event a fence has already been installed by an adjacent property owner, such owner will provide the Developer with a copy of the fence installation cost. The Developer will then collect one-half of the installation cost from the later purchasing property owner at closing and reimburse the common property owners.

**17. Mailboxes.** All Tracts shall use the same style mailbox as pre-purchased by the Developer. The Tract purchaser shall reimburse the Developer the purchase price of the mailbox at the closing on the Tract. The mailbox shall be installed no later than 30 days from the establishment of the final driveway location.

**18. Annual Assessments.** The Sub-Association shall annually estimate the common expenses and the expenses, if any, it expects the Sub-Association to incur in the Sub-Association's next ensuing fiscal year for the maintenance, operation, and management of the Sub-Association (which may include amounts, if any, for the Reserve Fund as specified in Section 25), and shall assess each owner of a Tract an Annual Assessment based upon the amount of such estimated expenses. The Sub-Association shall also assess each Owner of a Tract such Owner's respective pro rata share of the Assessments issued by the Master Association provided for by Article 5.05 of the Third Amendment.

**19. Special Assessments.** Above and beyond the Annual Assessments provided for in Section 18, the Sub-Association may levy in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, maintenance, reconstruction, repair, or replacement of the landscaping and plantings surrounding the entranceway and the median to the Property and any improvements and structures situated thereon.

**20. Annual Road Maintenance Assessment.** Above and beyond the Annual Assessments provided for in Section 18 and the Special Assessments provided for in Section 19, the Developer, its successors, or assigns shall separately annually assess each Tract owner for maintenance of the private roads and rights-of-ways of the Subdivision ("Annual Road Maintenance Assessment"). The Annual Road Maintenance Assessment shall be in an amount to be annually determined by the Developer, its successors, or assigns, and the funds from the Annual Road Maintenance Assessment shall be expended at the discretion of the Developer, its successors, or assigns for the purposes provided forth herein. Once the Developer has sold eighty percent (80%) of the Tracts in the Subdivision, the roads may be dedicated to the appropriate municipal and/or government authority's road system and become public roads. Developer shall do whatever is required by the appropriate municipal and/or governmental authority to accomplish the road dedication and to make any final maintenance or adjustment necessary to ensure the roads become public roads at which time this Annual Road Maintenance Assessment shall end, provided, however, any owners of property later annexed to the Subdivision in future phases pursuant to Section 2 of this Declaration shall be subject to the Annual Road Maintenance Assessment until the future phase(s)' road(s) become public roads as provided forth herein. Any funds held by the Developer, its successors, or assigns from the Annual Road Maintenance Assessments after the roads become public roads shall become the property of the Sub-Association which may use the funds in its discretion for whatever purpose.

**21. Internet Fee.** The initial purchasers of each Tract within the Subdivision shall be assessed by the Developer a one-time fee at the closing of the Tract to offset the cost of bringing Spectrum High Speed Internet to the Subdivision.

**22. Covenant of Payment of Assessments, Fees, and Charges.** Each Tract Owner, except Developer, by acceptance of a deed for a lot, whether or not it shall be expressed in such deed, covenants and agrees to pay any assessments, fees, or charges as set forth herein this Declaration. Developer shall not be liable for any assessments, fees, or charges until the cessation and conversion of Class B membership as outlined in Section 14 above. When Class B membership in the Sub-Association ceases and is converted to Class A membership, Developer shall begin to pay assessments to the Association for each lot Developer still owns in the same manner and amount as every other lot owner pays assessments, but not until that time. The assessments, fees, and charges contained herein this Declaration, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment, fees, and charges are made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed. Each such assessment, fee, and charge, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments, fees, and charges shall not pass to a successor in title unless expressly assumed by such successor.

**23. Date of Commencement of Assessments; Due Dates.** The assessments, fees, and charges provided for herein shall begin as to any Tract subject to the assessment, fee, and charge on the day the Tract is conveyed by the Developer to the Owner, said assessment, fee, and charge to be prorated for the number of days remaining in the period of the closing. The Developer, and the Sub-Association upon the cessation and conversion of Class B membership in the Sub-Association as outlined in Section 14 above, shall determine the date(s) when any assessments, fees, or charges provided for herein this Declaration are due. A late charge of \$15.00 will be added to all Tracts that are 30 days past due and \$30.00 for Tracts that are 60 days past due.

**24. Subordination of the Lien to Mortgages.** Any lien for the assessments, fees, or charges provided for herein this Declaration shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any Tract shall not affect the lien or liens provided for herein this Declaration.

**25. Reserve Fund.** The Sub-Association's Board of Directors, at its discretion, may establish and maintain a Reserve Fund for financing the operation of the Sub-Association, for paying necessary costs and expenses of operating the Sub-Association, and/or repairing and maintaining Common Property or components thereof.

**26. Restrictions Run With Land.** Unless canceled, altered or amended under the provisions of this Declaration, these Covenants, Conditions 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 periods of ten (10) years, unless an instrument signed by a majority of the then owners of all lots subject to this Declaration has been recorded agreeing to change these restrictions and covenants in whole or in part. So long as Class B membership exists pursuant to Section 14, the Developer shall have the unilateral right, without the consent of the other lot owners or any other party, to alter or amend this Declaration and the terms thereof. Once the Class B Membership terminates, these restrictions may be canceled, altered or amended at any time by a written instrument signed by the then owners of the lots with seventy-five percent (75%) of the votes in the Sub-Association and recorded in the Office of the Henry County Clerk, provided, however, the Property shall continue to be subject to the Third Amendment as provided forth therein.

**27. Amendments to Articles and Bylaws.** Nothing in this Declaration shall limit the right of the Sub-Association to amend, from time to time, its Articles of Incorporation and Bylaws. So long as Developer owns any part of the Property described herein, the Articles and Bylaws shall not be amended without its written consent.

**28. Non-Liability of the Directors and Officers.** Neither Developer, nor the Directors, nor officers of the Sub-Association shall be personally liable to the owners for any mistake or judgment for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the Directors and officers of the Sub-Association and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

**29. Developer's Determination Binding.** In the event of any dispute or disagreement between any owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Articles of Incorporation or the Bylaws of the Sub-Association, the determination thereof by the Developer, and upon termination of Class B membership pursuant to Section 14 hereof, the Board of Directors of the Sub-Association, shall be final and binding on each and all such owners

**30. Enforcement.** This Declaration may be enforced by any proceeding at law or in equity by the Developer, the Sub-Association, and any Owner of a Tract of the Subdivision and each of their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant, restriction, or rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming improvement, and to recover all damages, costs of enforcement, and any other costs incurred (including without limitation attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

**31. Severability.** If any article, section, paragraph, sentence, clause, or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law, or unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void of such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

**32. Waiver.** Failure of the Developer, the Sub-Association or any Owner to enforce any provision of this Declaration in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Tract, each Owner is deemed to waive the defenses of laches and statute of limitation in connecting with the enforcement by the Sub-Association of this Declaration.

**33. Captions.** The caption of each section of this Declaration is inserted only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of this Declaration.

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IN WITNESS WHEREOF, the Developer has made and signed this Declaration at and as of the day and year first above stated.

Sunanza, Inc.

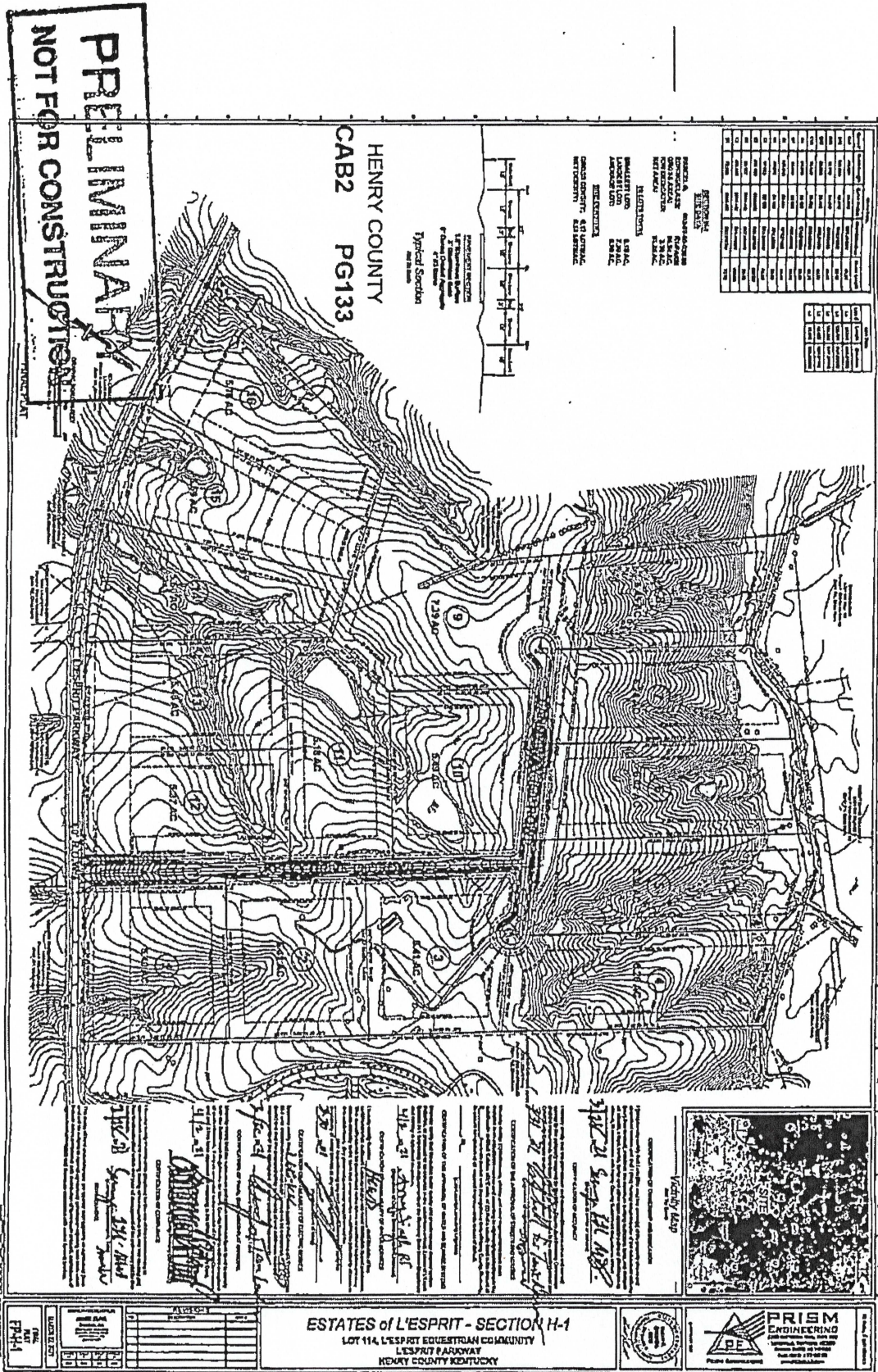
By: Mark Suna  
Mark Suna, President

STATE OF KENTUCKY    )  
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COUNTY OF OLDHAM    )

The forgoing instrument was acknowledged before me this 3rd day of June, 2021, by Sunanza, Inc. by Mark Suna, President.

Matthew  
NOTARY PUBLIC, State-at-Large  
My Comm. Expires Oct. 5, 2024  
Notary ID # KYNP16439





**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

HENRY COUNTY  
 CAB2 PG133

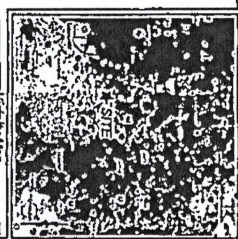
**SECTION H-1**  
 PROJECT & SUBPROJECT INFORMATION  
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PROPOSED ELEVATIONS  
 1. ELEVATION OF FINISHED GRADE  
 2. ELEVATION OF PROPOSED DRIVEWAY  
 3. ELEVATION OF PROPOSED SIDEWALK  
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 5. ELEVATION OF PROPOSED WALKWAY  
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 50. ELEVATION OF PROPOSED CEILING

**ESTATES of L'ESPRIT - SECTION H-1**  
 LOT 114, L'ESPRIT EQUESTRIAN COMMUNITY  
 L'ESPRIT PARKWAY  
 HENRY COUNTY KENTUCKY



**PRISM ENGINEERING**  
 1000 West Main Street, Suite 100  
 Louisville, Kentucky 40203  
 Phone: 502-581-1111  
 www.prism-engineering.com

DOCUMENT NO: 1161405  
 RECORDED: May 29, 2021 10:28:00 AM  
 TOTAL FEES: \$50.00  
 COUNTY CLERK: SHANDA EARCHER  
 DEPUTY CLERK: OLIVIA HERRILL  
 COUNTY: HENRY COUNTY  
 BOOK: CAB2 PAGES: 133 - 133

**EXHIBIT A**

**PRELIMINARY**  
**NOT FOR CONSTRUCTION**

Drive #	Drive Length	Drive Radius	Chord Division	Chord Length
C14	48.85	20.000	WN2325W	41.32
C11	19.80	50.000	W44515E	56.59
C12	52.80	50.000	S84805E	50.00
C13	50.70	20.000	N13247E	44.80
C16	73.40	50.000	WN248W	79.71
C7	73.40	50.000	S14515W	79.71
C8	73.40	50.000	N74515E	64.59
C4	150.80	50.000	WN5155E	164.29
C3	47.80	20.000	S14515W	42.83
C2	469.33	2053.480	S4231W	469.00
C1	469.33	2053.480	S7435W	469.00
			S2325W	73.78

Lot #	Length	Division
L3	83.201	N41515E
L4	152.841	N47228E
L1	152.838	N47228E
L2	42.881	N41515E
L1	14.000	S44232W

**SECTION H-1**  
**SITE DATA**

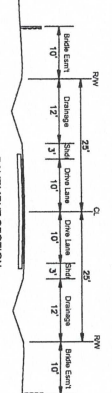
PARCEL #: 002-00-00-038-00  
 ZONING: R-100  
 GROSS AREA: 94.54 AC.  
 RW DEDICATED: 3.30 AC.  
 NET AREA: 91.24 AC.

16 LOTS TOTAL

SMALLEST LOT: 5.18 AC.  
 LARGEST LOT: 7.39 AC.  
 AVERAGE LOT: 5.70 AC.

SITE DENSITIES

GROSS DENSITY: 0.71 LOTS/AC  
 NET DENSITY: 0.18 LOTS/AC



**PAVEMENT SECTION**  
 1.5" Bituminous Surface  
 3" Bituminous Base  
 6" Dense Gravel Aggregate  
 4" 3/8 Stone  
**Typical Section**  
 Not To Scale



GRAPHIC SCALE IN FEET  
 1" = 100.00 FT

**FINAL PLAT**

COLE WILSON  
 1505 LESPRIT PARKWAY  
 P.O. BOX 1000  
 ZOOM, RI 02899

ADRIAN J. MURPHY  
 1505 LESPRIT PARKWAY  
 P.O. BOX 1000  
 ZOOM, RI 02899

JANUARY MURPHY & ASSOCIATES  
 1505 LESPRIT PARKWAY  
 P.O. BOX 1000  
 ZOOM, RI 02899

I hereby certify that the plat and subdivision shown hereon was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer or Professional Surveyor in the State of Rhode Island. I certify that the subdivision shown hereon complies with all applicable laws, rules, regulations, and orders of the Board of Engineers and Professional Surveyors of the State of Rhode Island. I certify that the subdivision shown hereon complies with all applicable laws, rules, regulations, and orders of the Board of Engineers and Professional Surveyors of the State of Rhode Island. I certify that the subdivision shown hereon complies with all applicable laws, rules, regulations, and orders of the Board of Engineers and Professional Surveyors of the State of Rhode Island.

**CERTIFICATION OF THE APPLICANT**  
 I hereby certify that the public use of the subdivision shown hereon is in the best interests of the public and that the subdivision shown hereon complies with all applicable laws, rules, regulations, and orders of the Board of Engineers and Professional Surveyors of the State of Rhode Island.

**CERTIFICATION OF THE ENGINEER/SURVEYOR**  
 I hereby certify that the subdivision shown hereon complies with all applicable laws, rules, regulations, and orders of the Board of Engineers and Professional Surveyors of the State of Rhode Island.

**CERTIFICATION OF THE TOWN**  
 I hereby certify that the subdivision shown hereon complies with all applicable laws, rules, regulations, and orders of the Board of Engineers and Professional Surveyors of the State of Rhode Island.

