

**DECLARATION OF ANNEXATION
AND AMENDMENTS**

**INNISBROOK SUBDIVISION, SECTION 2
JEFFERSON COUNTY, KENTUCKY**

THIS DECLARATION OF ANNEXATION FOR INNISBROOK SUBDIVISION, SECTION 2 (“Declaration”) is made, imposed and declared as of this 29th day of March, 2002, by **CANFIELD-COX, LLC**, a Kentucky limited liability company, with an address of 11800 Brinley Avenue, Louisville, Kentucky 40243 (“Section 1 Declarant”), **CANFIELD ACQUISITIONS, LLC**, a Kentucky limited liability company with an address of 11800 Brinley Avenue, Louisville, Kentucky 40243 and **JC SUTHERLAND, INC.** a Kentucky Corporation with an address of P. O. Box 1223 Prospect, Kentucky 40059 (collectively known as “Section 2 Declarants”).

WITNESSETH:

WHEREAS, Section 1 Declarant is the current owner/developer of lots in a certain residential subdivision known as “Innisbrook” as shown on plat of same of record in Plat and Subdivision Book 46, Pages 53 and 54, in the Office of the Clerk of Jefferson County, Kentucky (“Section 1 Record Plat”); and

WHEREAS, Section 1 Declarant desires to annex certain additional real property (“Annexed Property”) to said subdivision pursuant to the provisions of Article I, Section 1.2(b) of the Declaration of Covenants, Conditions and Restrictions for Innisbrook Subdivision, Section 1, of record in Deed Book 7444, Page 697, in the Office of the Clerk aforesaid (“Declaration”); and

WHEREAS, Section 2 Declarants desire to be annexed into the subdivision regime governing the property shown on the Section 1 Record Plat, and to subject their land (“Section 2” or the “Annexed Property”) to the Declaration as amended herein; and

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein Section 1 Declarant and Section 2 Declarants hereby declare as follows:

1. The Annexed Property, more fully described as Tract 2 on minor subdivision plat dated September 3, 1999 found at Deed Book 7322, Page 793 in the office of the Clerk of Jefferson County, Kentucky attached hereto and incorporated herein by reference and as shown on plat of Innisbrook Subdivision, Section 2 filed simultaneously with the recording of this Declaration of Annexation of record in Plat and Subdivision Book 48, Pages 17 and _____ in the Office of the Clerk aforesaid, be and hereby is annexed to Innisbrook Subdivision and the scheme set forth in the Declaration shall be and hereby is extended to include such Annexed Property.

2. Article 3, Section 3.3 is hereby amended to provide that within Innisbrook Subdivision Section 2, except for the residence that exists on Lot 9 of Section 2, (a) the floor area of a one-story residence shall be a minimum of 3000 finished and habitable square feet, exclusive of the garage; (b) the floor area of a one-and-one-half-story residence shall be a minimum of 3300 finished and habitable square feet, exclusive of the garage; and (c) the floor area of a two-story residence shall be a minimum of 3600 finished and habitable square feet, exclusive of the garage. New residences built on lots 8, 9, or 10 by Joe Cross or his children only, shall have the following minimum square footages: (a) the floor area of a one-story residence shall be a minimum of 2500 finished and habitable square feet, exclusive of the garage; (b) the floor area of a one-and-one-half-story residence shall be a minimum of 2800 finished and habitable square feet, exclusive of the garage; and (c) the floor area of a two-story residence shall be a minimum of 3100 finished and habitable square feet, exclusive of the garage. If Lots 8, 9, or 10 are owned by the owner of Tract CD, then the exemptions that apply to Joe Cross and his children shall apply to any residence built thereon.

3. Section 1 Declarant and Section 2 Declarants further declare that the Annexed Property shall be owned, held, used, leased, conveyed and occupied subject to the conditions and

restrictions set forth herein as if these conditions and restrictions were included in and made a part of the Declaration.

4. Article 2, Section 2.1 (a) (ii) shall be amended to read as follows: Each residence on a Lot, excepting the existing residence on Lot 9 within Section 2 of Innisbrook Subdivision, shall include an attached garage (with garage doors) capable of housing at least two (2) vehicles, for the sole use of the owner and occupants of the Lot.

5. Article 2, Section 2.4 shall be amended to read as follows: **Animals.** Except as provided below for the grazing of horses only on Lot 9 within Section 2 of Innisbrook Subdivision, no animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other traditional household pets (meaning the domestic pets traditionally recognized as household pets in Louisville, Kentucky vicinity) may be kept in the residence on a Lot, provided they are restrained on a Lot such that they are not allowed to wander onto other lots or onto the property of adjoining landowners and not kept, bred or maintained for any commercial or breeding purposes. The owner's of Lots 1 and 15 of Section 2 of Innisbrook Subdivision, who elect to own a dog or other pet that may charge or otherwise cause alarm to horses or persons utilizing the Equine Easement area, to install invisible fencing 30-feet from the boundary of those lots bordering the Equine Easement. No dog or other pet runs are permitted on any Lot, except for those the design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion. The Lot owner keeping any such pets shall keep the Lot free of pet waste and feces, and any person in charge of a dog, cat or other pet in the Common Area shall dispose of any feces dropped by the pet, in a prompt and sanitary manner; provided that the foregoing shall not be construed to permit any person in charge of a pet or other animal to take the pet or animal on private property without the consent of the property owner. In addition to such other remedies as may be available, violation of this Section 2.4 by any Lot owner or

resident of the Property may result in the suspension of the voting rights of a Lot owner in the Community Association and suspension of other rights set forth in this Declaration. As Lot 9 within Section 2 of Innisbrook Subdivision is currently well in excess of five acres, horses shall be allowed to graze on Lot 9 at any given time, so long as Lot 9 is not further subdivided, provided that said horses are not kept or boarded anywhere in the subdivision but are boarded at an offsite facility, and that said horses shall not be allowed to wander off of Lot 9.

6. Article 2, Section 2.5 (b) shall be amended to read as follows: **Fences and Walls.** All fences and walls are subject to prior written approval by Declarant in its sole discretion and may not exceed forty-eight inches (48") in height. No fence or wall of any nature may be extended toward the front or street side property line on any Lot beyond the front or side wall of the residence on any Lot (not including unenclosed porches), and all fences and walls shall be constructed so that the finished side thereof, as determined by Declarant in its sole discretion, shall face away from the Lot upon which such fence or wall is constructed. No wire or chain link fences shall be constructed or placed on any Lot. This paragraph shall not apply to Lots 8, 9, and 10 within Section 2 of Innisbrook Subdivision, so long as those Lots are owned by Joe Cross or his children.

7. Article 2, Section 2.5 (d) shall be amended to read as follows: **Basketball Courts.** With the exception of the existing basketball goal on Lot 9 within Section 2 of Innisbrook Subdivision, no basketball goal shall be erected on, or attached to any structure located on, any Lot unless the location of such goal (i) is not visible from any road or (ii) has been approved in writing by Declarant.

8. Article 2, Section 2.5 (e) shall be amended to read as follows: **Swimming Pools.** No aboveground swimming pools shall be erected or placed on any Lot, although hot tubs and spas, the size, design, placement and landscaping of which have been approved in writing by Declarant in its sole discretion, shall be permitted. Declarant reserves the right to approve, in its

sole discretion, the construction or placement of any in-ground swimming pool on any Lot. No in-ground pool shall be placed on Lot 9 in Section 2 of Innisbrook Subdivision within 25 feet of its common property line with Tract CD. No swimming pools shall be placed within 25 feet of the rear property line on Lots 14 or 15 in Section 2 of Innisbrook Subdivision. No in-ground pool shall be placed on Lot 10 within Section 2 of Innisbrook Subdivision.

9. Article 2, Section 2.5(g) shall be amended to read as follows: **Exterior Lighting.** Exterior Lighting attached to a main residential structure shall not exceed the eaves trough located at the highest elevation. On Lots 9, 10, 14, and 15 of Section 2 of Innisbrook Subdivision, exterior lighting attached to a main residential structure shall not exceed 12 feet in height. Free-standing lights located in front yards shall not exceed 12 feet in height. Free-standing lights located in rear yard shall not exceed 3 feet in height. Any exterior lighting in excess of 3 feet in height installed on any Lot shall either be indirect or of such control focus intensity so as not to disturb the residents of adjacent or nearby Lots or adjoining property owners. All exterior lighting ornamental post lights and other ornamental yard decorations located or proposed to be located on any Lot are subject to prior written approval of the Section 2 Declarants in their sole discretion. All exterior lighting shall be down lighting, not intended to extend beyond the property lines of the Lot where the lighting is located. All exterior lighting fixtures (excluding street lights) and security lights attached to structures, shall have shielded fixtures with a 90 degree cutoff and a flat lens, with no part of the lens extending below the fixture, provided they are available at a reasonable price. No automatic dusk to dawn lighting shall be allowed on Lots 1-20 in Section 1 of Innisbrook Subdivision or Lots 9, 10, 14, and 15 in Section 2 of Innisbrook Subdivision. No exterior lighting to the side or rear of the residences constructed on Lots 9, 10, 14, and 15 shall be left on after 12:00 a.m. This paragraph does not apply to existing lighting on Lots 8 and 9 of Section 2 of Innisbrook Subdivision.

10. Article 2, Section 2.6 (a) shall be amended to read as follows: **Declarant's Maintenance and Fees.** With the exception of Lots 8, 9, and 10 within Section 2 of Innisbrook Subdivision, from and after the date of purchase of a Lot until construction of a single family residence is started thereon, Declarant shall have the exclusive right, but not the obligation, to perform all normal maintenance on the Lot which Declarant deems necessary, including, without limitation mowing; provided that Declarant shall have no obligation to remove damaged, dead or dying trees or limbs thereon, or fallen portions thereof, from the Lot, although Declarant may elect to do so in its discretion, and all of which the Lot owner shall promptly cut and remove from the Lot after falling, or otherwise after a determination and notice by Declarant or the Community Association to the Lot owner that any of the same constitute a danger or are unsightly. If Declarant decides, in its sole discretion, that any mowing or other maintenance is appropriate, each Lot owner shall be assessed an annual fee payable in advance upon notice, at the initial rate of \$20.00 per month for the calendar year 2001, provided Declarant may assess each Lot owner at a greater or lesser amount as Declarant determines in its sole discretion is necessary to maintain the Lot as provided herein, or as may otherwise be stated in the applicable Supplemental Declaration and/or Plat for any Section. Declarant shall have no obligation to cure or correct any unsafe conditions on the Lot. Such maintenance fees shall be appropriately prorated for partial year ownership of a Lot conveyed by Declarant, and shall be paid by the Lot owner in any case within thirty (30) days of demand by Declarant. All such fees due and payable to Declarant from a Lot owner pursuant to the terms of this Section 2.6(a) shall bear interest from the due date thereof until paid at a fixed rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and such amount shall, together with all interest accrued and unpaid thereon and all costs of a collection incurred in connection therewith, including, without limitation, court costs and reasonable attorney's fees, constitute a charge and lien on the Lot in favor of Declarant to secure the

repayment of such amounts, which lien shall be of equal priority to the lien of assessments provided for in Article 4 below.

11. Article 2, Section 2.8 shall be amended to read as follows: **Restrictions on Business and Home Occupations.** Except for "home occupations" as that term is defined either in the zoning district regulations for Louisville and Jefferson County, or as determined by the Jefferson County Board of Zoning Adjustment, no trade or business of any kind (and no practice of any profession, including, without limitation, medicine, dentistry, chiropody, osteopathy, accounting, law and other like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which constitutes or may become an annoyance or nuisance to the neighborhood or other residents in the Subdivision, as determined by Declarant or the Board. Notwithstanding the provisions hereof or of Section 2.1 above, a new house may be used by the Builder thereof as a model home for display of the Builder's work in the Subdivision or for the Builder's own office, provided said use terminates within eighteen (18) months from completion of such house by the Builder or at such other time as may be determined by Declarant, and provided further that such use otherwise conforms to this Declaration and/or such rules as Declarant may, from time to time, issue.

12. Article 3, Section 3.1 (a) (ii) shall be amended to read as follows: With the exception of Lot 9 within Section 2 of Innisbrook Subdivision, all driveways on any lot shall be of concrete only or other similar materials approved by Declarant which shall be constructed in final finished form not later than 30 days subsequent to the substantial completion of any residents on a lot as determined by Declarant and its sole discretion. The driveways on Lots 8, 10, and 11 within Section 2 of Innisbrook Subdivision shall be placed on each of those Lots on the side of the residence constructed thereon farthest from the existing residence on Lot 9 within Section 2 of Innisbrook Subdivision.

13. Article 3, Section 3.1 (a) (iii) shall be amended to read as follows: With the exception of the existing residence on Lot 9 within Section 2 of Innisbrook Subdivision, Declarant reserves the right to compile and modify, from time to time, architectural and design review and/or construction standards manuals and guidelines or other written standards (collectively, "Design Guidelines"), for use by Lot owners for guidance in the construction of any structures and other improvements on the Lots, and for such other purposes as described in this Declaration, and all improvements addressed therein shall be constructed by Lot owners in accordance therewith and pursuant to the plan(s) therefore approved pursuant to this Article 3. All such manuals and guidelines constituting Design Guidelines shall, from time to time when issued by Declarant, be deemed to constitute a part of and be incorporated within this Declaration. Nothing contained in this Section of this Article shall limit or terminate the rights of adjoining landowners under this Declaration, including, without limitation, rights granted by Article 6 of this Declaration.

14. Article 3, Section 3.2 (a) shall be amended to read as follows: **Building Materials.** With the exception of the existing structures on Lots 8 and 9 within Section 2 of Innisbrook Subdivision, the exterior building materials of all residences and structures on any Lot shall extend to ground level, and the exterior building materials of all residences shall be brick, stone, brick veneer, or stone veneer or a combination of same, or such other materials as shall hereafter be specified for any Section in the Supplemental Declaration for such Section, if any, or on the Plat for such Section. Declarant recognizes that the appearance of other exterior building materials (such as wood siding) maybe attractive and innovative and reserves the right to approve in writing the use of other exterior building materials. Exposed smooth or brick mold-poured concrete walls shall not be permitted. All exterior paint and stain finishes and combinations and prefinished exterior materials must receive prior written approval of Declarant.

15. Article 3, Section 3.2 (b) shall be amended to read as follows: **Roof Pitch.** Excepting the existing structures on Lots 8 and 9 within Section 2 of Innisbrook Subdivision, the roof pitch of any residential structure shall not be less than a plane of 9 inches vertical for every plane of 12 inches horizontal for all structures or such other plane(s) as shall otherwise be specified in any Supplemental Declaration or on the plat for any Section. Declarant may waive the requirements of this Section 3.2(b) in its sole discretion in special cases where architectural design warrants or requires for proper perspective.

16. Article 3, Section 3.5 shall be amended to read as follows: **Garages; Carports.** With the exception of Lot 9 within Section 2 of Innisbrook Subdivision, all Lots shall have at least a two-car garage. The openings or doors for vehicular entrances to any garage located on a Lot shall include doors. No detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 3.1. No carport shall be constructed on any Lot. There shall be no more than five rear entry garages at Lots 1 through 20 within Section 1 of Innisbrook Subdivision, and in those cases, a solid landscape screen shall be provided to obscure a view of each rear entry garage from Tract CD (hereinafter defined at Section 6.1), such landscape screen to be approved by the owners of Tract CD, such approval not to be unreasonably withheld. There shall be no rear entry garages on Lots 9, 10, 14, and 15 within Section 2 of Innisbrook Subdivision. Rear entry garages at these locations shall be kept closed. On Lots other than those specified in the preceding sentence, there shall be no front entry garages. Said landscape screen shall be maintained in perpetuity by the owners of the lots so affected.

17. Article 3, Section 3.6 (b) shall be amended to read as follows: **Driveway.** With the exception of Lot 9 within Section 2 of Innisbrook Subdivision each Lot owner shall concrete, and thereafter maintain in good repair and condition, the driveway from the abutting street to the Lot within thirty (30) days after substantial completion of a residence on such Lot, as determined by Declarant; provided, however, that the driveway shall be constructed and maintained in good

repair and condition by the Lot owner, regardless of whether located on the Lot or within a right-of-way and/or easement adjacent to the Lot. All driveways shall be on the side of the Lot as may be designated by Declarant for each Lot.

18. Article 3, Section 3.6 (e) shall be added and read as follows: **Sight Line.** It is the intention of Declarant to preserve and maintain the view of the Ohio River as it presently exists (except for future growth of existing trees) from the upland 460 foot elevation line that is located on Lots 4-9 in Section 2 of Innisbrook Subdivision, as shown on the attached Exhibit A. The shaded area of Lot 9 as shown on Exhibit A shall hereinafter be referred to as the Sight Line. The view of the Ohio River from the upland 460-foot elevation line shall remain as it presently exists. The view of the Ohio River from the 460-foot elevation line through the Site Line as it presently exists is depicted on the photographs attached to Exhibit A. The record owner of Lot 9, or that portion of Lot 9 within the shaded area on Exhibit A, shall maintain the Sight Line in a manner that will prevent whole or partial obstruction of the view of the Ohio River from the upland 460 foot elevation line through the Sight Line as shown on Exhibit A. Notwithstanding anything contained in this Section 3.6 (e), the record owner of Lot 9, or that portion of Lot 9 within the shaded area on Exhibit A, shall have the right to plant trees, shrubbery, grass, crops, flowers, and/or other plantings so long as such plantings do not obstruct, either partially or in whole, the view of the Ohio River from the upland 460 foot elevation line through the Sight Line as shown on Exhibit A.

19. Article 3, Section 3.6 (f) shall be added and read as follows: **Bottom Land Structure.** Except certain four-board fencing, no structure, building, playground equipment, or recreational equipment of any kind, whether temporary or permanent, shall be placed or constructed on Lots 4-8 within Section 2 of Innisbrook Subdivision north-west of the line designated on Exhibit A as the "limits of disturbance".

20. Article 3, Section 3.6 (g) shall be added and read as follows: **Landscape Plans.** Any landscape plans for Lots 4 through 8 within Section 2 of Innisbrook Subdivision shall include specific proposals for trees, shrubs and other planting specifying the time frame within which the landscaping shall be completed for the rear yards of Lots 4 through 8. The purpose of the landscape plans for the rear yards of Lots 4 through 8 is to provide limited screening of the new homes constructed on those Lots from the Garvin Brown Preserve and from the Ohio River without blocking the view of the Ohio River from the interior of the homes. Prior to approving a landscape plan for the rear yards of Lots 4 through 8, the Section 2 Declarants agree to submit the proposed landscaping plans to River Fields, Inc. owner of the Garvin Brown Preserve ("River Fields") for review and comment, provided River Fields shall have no more than 5 working days after submission of a proposed landscape plan to provide Section 2 Declarants its comments. The intention of River Fields and the Section 2 Declarants in allowing River Fields to comment on any such proposed landscaping plan is to enhance the view from the Garvin Brown Preserve toward the houses constructed on Lots 4 through 8. The terms of this restriction do not apply to Lot 8, if it is owned by JC Sutherland, Inc. or Joe D. Cross.

21. Article 3, Section 3.6 (h) shall be added and read as follows: Playing of amplified music on the exterior of any residence constructed on any Lot is permitted, provided the amplification shall be limited to conform with all existing laws and so as not to disturb the use and enjoyment of any adjoining property or nearby Lots.

22. Paragraph 6.5 of the restrictions shall be amended as follows: **Horse Path Easement.** A 15 foot-wide horse path and storm drainage easement shall be located as shown on the Plat of the Subdivision for the benefit of Tract CD identified in Section 6.1 hereinabove. The horse path shall be lined by Declarant with a four-board fence appropriately surfaced and drained for use by horses, to be maintained jointly by the owner or owners of Tract CD and the Community Association. The horse path easement shall terminate at such time as it is no longer

used as a horse path by the present owners, their heirs, or by an entity controlled by the present owners of Tract CD or their heirs, but said easement shall continue to serve as a storm drainage easement not withstanding cessation of use as a horse path.

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration of Annexation to be executed as of the date set forth above.

JC SUTHERLAND, INC.
A Kentucky Corporation

CANFIELD-COX, LLC
A Kentucky limited liability company

BY: Paul Gregory Johnson
TITLE: Secretary
DATE: 8/29/01

BY: R. Stephen Canfield
TITLE: Member
DATE: 8/29/2001

CANFIELD ACQUISITIONS, LLC
A Kentucky limited liability company

BY: R. Stephen Canfield
TITLE: Member
DATE: 8/29/2001

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned notary public in and for the Commonwealth and county aforesaid, do hereby certify that on this 29th day of August, 2001, Paul Gregory Johnson, Secretary of JC SUTHERLAND, INC. personally appeared before me and, after having been duly sworn, declared, acknowledged, and verified the foregoing to be the free and voluntary act and deed of the company.

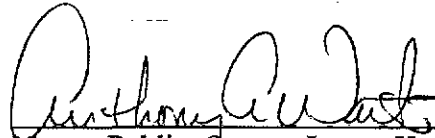
My commission expires: Aug. 14, 2004.

Christine A. White
Notary Public, State at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned notary public in and for the Commonwealth and county aforesaid, do hereby certify that on this 29th day of August, 2001, R. Stephen Canfield member of CANFIELD-COX, LLC, personally appeared before me and, after having been duly sworn, declared, acknowledged, and verified the foregoing to be the free and voluntary act and deed of the company.

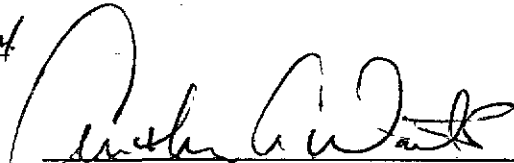
My commission expires: Aug. 14, 2004


Notary Public, State at Large, Kentucky

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, the undersigned notary public in and for the Commonwealth and county aforesaid, do hereby certify that on this 29th day of August, 2001, R. Stephen Canfield member of CANFIELD ACQUISITIONS, LLC, personally appeared before me and, after having been duly sworn, declared, acknowledged, and verified the foregoing to be the free and voluntary act and deed of the company.

My commission expires: August 14, 2004


Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:



William B. Bardenwerper
BARDENWERPER & LOBB, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

OHIO RIVER

RIVER FIELDS INC.
D.B. 6537 P. 794

WALLACE FARM PTR LTD
D.B. 5866 P. 534

N47°50'34"W
1294.72'

N67°54'46"W
1893.17'

LIMITS OF DISTURBANCE

UPLAND ELEVATION 460

N72°07'34"W
1282.17'

EXISTING HOUSE

THE ESTATE SECTION
OF INNISBROOK

MICHAEL W. McCALL
D.B. 8568 P. 236

INNISBROOK
SUBDIVISION

Recorded in Plat Book

No. 48 Page 17

Part No. _____

Document No.: DNE002061048
Lodged By: canfield
Recorded On: 03/29/2002 10:45:36
Total Fees: 36.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: SHETUC

EXHIBIT PLAT A

J.C. SUTHERLAND INC.

P.O. BOX 1223

PROSPECT, KY. 40059

TAX BLOCK: 2617 LOT: 18

DEED BOOK: 5924 PAGE: 376



Mindel, Scott & Associates, Inc.

Planning · Engineering · Surveying · Landscape Architecture

Mailing Address: P.O. Box 7240 Louisville, KY 40257-0246
Phone: (502) 485-1508 Fax: (502) 485-1606 E-Mail: msa@mindelscott.com



DATE: 02/21/01

SCALE: 1"=400'
JOB NO: 1477300

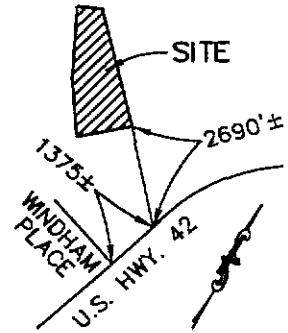
DB07851PG0668

OHIO RIVER

RIVER FIELDS, INC.
D.B. 6537 PG. 794

EX. RIGHTS OF
UNITED STATES
TO FLOOD
D.B. 1570 PG. 429

NORTH AND ALL BEARINGS SHOWN
HEREON ARE BASED ON THE MINOR
PLAT RECORDED IN DEED BOOK 6470
PAGE 816. (DESIGNATED MERIDIAN
S 61°38'21" W)



LOCATION MAP

NO SCALE

NOTES:

THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

- DENOTES SET 1/2" REBAR W/ CAP #3259, UNLESS NOTED.
- FOUND 5/8" REBAR W/ CAP #2613 AT CORNER, UNLESS NOTED.
- △ CALCULATED UNMARKED POINT

TRACT 2
27.569 AC.

APPROXIMATE
100 YEAR
FLOOD LIMITS

WALLACE FARM PARTNERSHIP, L.P.
D.B. 5866 PG. 534

Portions of these tracts are flood prone and proposed construction or development is governed by the "Flood Plain Regulations".

A site plan prepared by a licensed Engineer must be approved by MSD prior to issuance of a permit for construction.

BEARINGS & DISTANCES

1	N 78°00'50" W	184.06'	
2	N 11°38'43" E	148.22'	
3	N 00°50'21" W	190.32'	
4	N 10°43'43" E	243.68'	
5	S 79°09'38" E	50.54'	
6	S 70°14'36" E	84.19'	R=240.71'
7	S 40°31'37" E	89.93'	R=133.75'
8	S 18°01'06" E	150.32'	R=1504.37'
9	S 31°10'44" E	172.19'	R=311.88'
10	S 44°24'40" E	180.40'	R=1851.78'
11	S 46°39'43" E	196.62'	R=1118.44'
12	S 51°42'16" E	207.89'	
13	S 46°22'29" E	361.32'	R=1945.00'
14	N 58°43'00" E	70.61'	R=692.85'
15	N 61°38'15" E	372.79'	
16	N 84°01'24" E	196.84'	R=258.42'

FOUND 5/8" REBAR IN FENCE AT CORNER

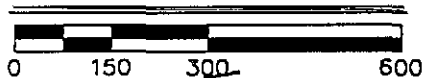
TRACT 1
22.258 AC.

"INNISBROOK DRIVE"
@ 50' PUBLIC
UTILITY, SAN. SEWER,
DRAINAGE & PRIVATE
ACCESS ESMT.
"GRANTED"

"SUTHERLAND FARM RD."
@ 50' PUBLIC
UTILITY, SAN. SEWER,
DRAINAGE & PRIVATE
ACCESS ESMT.
"GRANTED"

TRACT "C"
M.P. DOCKET NO. 56-95
JOE D. CROSS
D.B. 6432 PG. 779

GRAPHIC SCALE 1"=300'



Land Surveyor's Certificate

I hereby certify that the survey depicted by this plat was performed by persons under my direct supervision by the method of random traverse with sideshots and the unadjusted precision ratio of traverse exceeds 1:10,000. The bearings, distances and traverse shown hereon were adjusted for closure. This survey meets or exceeds the minimum standards for a class "A" survey as established by the state of Kentucky, per 201 KAR 18:150 and in effect on the date of this survey.

Certificate of Approval

Approved this 3rd day of Sept, 1999.

Invalid if not recorded before this date: 9-3-2000

By: Robert A. Kouvalski

Louisville and Jefferson County Planning Commission Approval subject to attached Certificates.

Special requirement(s): N/A

DOCKET NO.: 232-99

MINOR SUBDIVISION PLAT

OWNER: J.C. SUTHERLAND, INC.
D.B. 5924 PG. 376, D.B. 6470 PG. 816
9911 1/2 U.S. HIGHWAY 42
LOUISVILLE, KENTUCKY 40222
TAX BLOCK 2617 LOT 1

LOCATION: 9911 1/2 U.S. HIGHWAY 42
LOUISVILLE, KENTUCKY 40222

DATE: 8-25-99 SCALE: 1"=300'

JOHN M. THOMAS PLS# 3259

DATE: 8-24-99

MINDEL • SCOTT & ASSOCIATES INC.
PLANNING • ENGINEERING • SURVEYING
LANDSCAPE ARCHITECTURE
P.O. BOX 7246 Louisville, Kentucky 40257-0246
(502) 485-1508

END OF DOCUMENT