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**FIRST AMENDMENT TO MASTER DEED ESTABLISHING**  
**MOSS CREEK CONDOMINIUMS**

This First Amendment to Master Deed Establishing Moss Creek Condominiums ("Amendment") is made at the direction of and caused to be recorded by McBride & Son Homes Louisville, LLC, (hereinafter referred to as the "Declarant"), a Missouri limited liability company, having an office at 331 Townepark Circle, Suite 100, Louisville, KY 40243, as a supplement to the Master Deed establishing Moss Creek Condominiums dated June 7, 2007.

**W I T N E S S E T H:**

**WHEREAS**, Declarant has made and declared a Declaration of Horizontal Property Regime and Master Deed Establishing Moss Creek Condominiums dated June 7, 2007, which is recorded in Deed Book 9054, Page 210, in the Office of the County Clerk of Jefferson County, Kentucky (the "Master Deed"); and

**WHEREAS**, this Amendment is necessary and desirable to amend certain sections of the Master Deed pursuant to Article XIII of the Master Deed;

**NOW, THEREFORE**, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares that the real property ("Property"), more fully described on Exhibit A attached to the Master Deed, and any additional property which may be annexed into the condominium project, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Master Deed.

1. Article II, Section (F) shall be amended to read as follows:

(F) Alteration or improvements of Units and Common Elements.

Except for the limited rights associated with each of the Limited Common Elements, no alteration or improvement to any Common Element or to the Unit which would alter or affect the Common Elements or any other Unit may be made by any Unit Owner other than the Declarant

without the prior written consent of the Board of Directors. This includes, but is not limited to, any change to any exterior colors or Building materials. Under no circumstances shall a Unit Owner install any doors, walls, or other enclosures of exterior space, whether Limited Common Element or general Common Element, without the prior written consent of the Board of Directors. No application shall be filed by any Unit Owner other than the Declarant with any governmental authority for a permit covering an addition, alteration, or improvement to be made in a Unit which alters or affects the Common Elements or other Units, unless approved and executed by the Board of Directors. Such approval and execution shall not evidence any consent to any liability on the part of the Board of Directors, or any individual member of the Board of Directors, to any contractor, subcontractor, materialman, architect, or engineer by reason of such addition, alteration, or improvement or to any person having any claim for injury to person or damage to property arising therefrom. Consent shall be requested in writing through the manager or managing agent, if any, or through the president or secretary of the Council if no manager or management agent is employed. The Board of Directors shall have the obligation to answer within 30 days. The Board of Directors may require that the Unit Owner making such improvement, alteration, or addition obtain such insurance coverage and in such amounts as the Board of Directors deems proper. Each Owner shall maintain, repair and replace, at his own expense, any alteration, decoration, addition, removal or change made by the Owner outside his Unit, whether or not approval was properly obtained.

2. Article III, Section (F)(6) shall be amended to read as follows:

(6) With the exception of certain Limited Common Elements over which Unit Owners will exercise exclusive control as set forth in Article IV (D) below, pavilions and all fences located in the condominium project.

3. Article IV, Section (D) shall be amended to read as follows:

(D) Porches, Patios and Decks


Any porch, patio and deck constructed adjacent to a particular Unit and marked as a Limited Common Element on the Plans shall be maintained and repaired by the Unit Owner to which the porch or patio is appurtenant. The Council shall be responsible for replacement of the porch, patio or deck (replacement being defined as damage greater than 50% of the replacement value of the porch, deck or patio), unless such damage is covered by Article II (E) above. Certain ground-level patios and ground areas as shown on the plans for the condominium project, (the "patios") may be fenced in, with the approval of the Board of Directors, but the only fencing allowed shall be vinyl material, of a color designed to match the remainder of the Building's trim material, and no more than 72" in height. Should any patio be so enclosed, then the Unit Owner to which the patio is appurtenant shall be responsible to maintain such fencing.

**IN WITNESS WHEREOF**, the Declarant has caused this First Amendment to the Declaration of Horizontal Property Regime and Master Deed Establishing Moss Creek

Condominiums to be executed on this 28<sup>th</sup> day of August, 2007.

**McBride & Son Homes Louisville, LLC**  
a Missouri limited liability company

By: McBride & Son Homes, Inc., Manager

By:   
Jeffrey M. Berger, Secretary

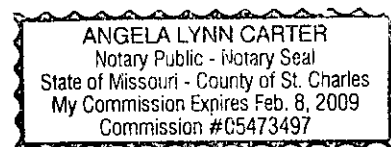
STATE OF MISSOURI )  
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COUNTY OF ST. LOUIS )

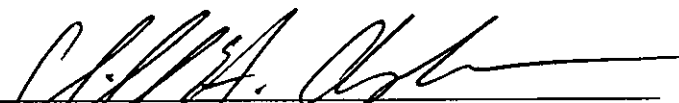
28<sup>th</sup> I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day of August, 2007, Jeffrey M. Berger, Secretary of McBride & Son Homes, Inc. Manager of McBride and Son Homes Louisville, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as the free and voluntary act and deed of McBride & Son Homes Louisville, LLC, a Missouri limited liability company.

My Commission Expires: 2/8/09

  
Notary Public, State at Large

THIS INSTRUMENT PREPARED BY:



  
**BARDENWERPER, TALBOTT & ROBERTS, PLLC**  
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Lodged By: MATTINGLY FORD TITLE  
Recorded On: 08/27/2007 02:29:03  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: EVENAY

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