

No future Board of Directors acting for and on behalf of the Council shall amend the Master Deed or adopt or amend any Bylaws which would hinder, obstruct, or jeopardize Declarant's interest in the present or future development of the condominium project.

ARTICLE XIII Amendment to Declaration

This Master Deed may be modified, altered amended, or added to by Declarant pursuant to an instrument recorded by Declarant in the Office of the County Clerk of Jefferson County, Kentucky, subject to and in accordance with Section VI (F), or by an instrument signed by each Unit Owner of record (and by Declarant, if the consent of Declarant to such amendment is required under the terms of the Condominium Documents), or by a vote of greater than 50% in interest in the Common Elements at any duly called meeting of Unit Owners provided that:

(A) A notice of the meeting containing a full statement of the proposed modification, alteration, amendment, or addition has been sent to all Unit Owners as listed on the books and records of the Council and to all mortgagees of Units who have requested same; and

(B) The Board of Directors (and Declarant, if the consent of Declarant is required by the provisions of the Condominium Documents) approves the change; and

(C) An instrument evidencing the change and signed by the president or any vice president of the Council is duly recorded in the Office of the Jefferson County Clerk. Such instruments need not contain the written consent of any Unit Owners but shall contain the verified statement and certification of the secretary or other officer of the Council not otherwise signing the instrument that the requirements of this subsection (C) above have been satisfied.

After such time as Unit Owners are entitled to exercise a vote in the Council as described in Section VI (F), this Master Deed may be modified, altered, amended, or added to at any time, as long as consistent with the design, scheme and purposes of this Master Deed and as long as such amendment does not materially and adversely affect the value of a Unit Owner's property and by an instrument signed by Unit Owners who represent not less than sixty-seven percent (67%) in interest in Common Elements and by eligible mortgage holders who represent at least fifty-one percent (51%) in interest in Common Elements that are subject to mortgages held by eligible holders. A change to any of the provisions governing the following would be considered as material:

- a) Voting rights;
- b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- c) Reductions in reserves for maintenance, repair and replacement of Common Elements;
- d) Responsibility for maintenance and repairs;
- e) Reallocation of interests in the general or Limited Common Elements, or rights to their use;
- f) Redefinition of any Unit boundaries;
- g) Convertibility of Units into Common Elements or vice versa;
- h) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i) Hazard or fidelity insurance requirements;
- j) Imposition of any restrictions on the leasing of Units;

- k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- l) Restoration or repair of the project after damage or partial condemnation in a manner other than that specified in the Master Deed; and
- m) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

No such agreement to amend, in whole or in part, shall be effective unless approved by the Board of Directors and unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken.

ARTICLE XIV General

(A) Severability

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

(B) Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(C) Captions

The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

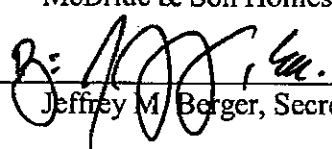
(D) Gender

The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Master Deed to be executed actually on the date indicated in the notarial certificate affixed hereto but effective _____, 2007.

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

By: McBride & Son Homes, Inc., Manager

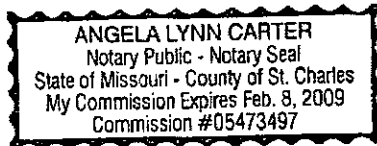
By: _____
Jeffrey M. Berger, Secretary

STATE OF MISSOURI)
) SS
 COUNTY OF ST. LOUIS)

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 7th day of June, 2007, Jeffrey M. Berger, Secretary of McBride & Son Homes, Inc, Manager of McBride & Son Homes Louisville LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of the members of McBride & Son Homes Louisville, LLC., a Missouri limited liability company.

My Commission expires: 2/8/09

Angela Lynn Carter
 Notary Public
 St. Louis, Missouri



THIS INSTRUMENT PREPARED BY:



BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

EXHIBIT A

Legal Description of Land

Being Tract 2 of Moss Creek Subdivision, Section 1 of record in Plat and Subdivision Book 52, Page 14 in the Office of the Clerk of Jefferson County, Kentucky.

Being a part of the same property acquired by McBride & Son Homes Louisville, LLC, by deed dated June 8, 2007 of record in Deed Book 9049, Page 1063, in the Office of the Clerk of Jefferson County, Kentucky.

Exhibit "B"

<u>UNIT</u>	<u>PHASE</u>	<u>SQ. FEET</u>	<u>PERC. (%)</u> <u>INTEREST</u>
1	1	2058	18.139%
2	1	1744	15.371%
3	1	2093	18.447%
4	1	1604	14.137%
5	2	2058	18.139%
6	2	1789	15.768%
		11346	100%

**Exhibit C
Phasing Plan**

PHASE	UNIT
1	1
1	2
1	3
1	4
2	5
2	6
2	701
2	702
2	703
3	801
3	802
3	803
3	1001
3	1002
3	1003
4	901
4	902
4	903
4	1101
4	1102
4	1103
5	1201
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Document No.: DN2007096883
 Lodged By: MATTINSLEY FORD TITLE
 Recorded On: 06/18/2007 11:19:39
 Total Fees: 106.00
 Transfer Tax: .00
 County Clerk: BOBBIE HOLSCAW-JEFF CO KY
 Deputy Clerk: EVERAY

END OF DOCUMENT

Recorded in Condo Book
 No. 120 Page 38.34
 Part No. 2443