

**DECLARATION OF MASTER DEED****FOR****WISTERIA LANDING**

This Declaration of Master Deed, made and entered into this 24<sup>th</sup> day of July, 2006, by Wisteria Landing, Inc., a Kentucky corporation, (Developer).

**WITNESSETHI**

**WHEREAS**, Developer is the owner of a certain tract of land in Jefferson County, Kentucky off 6430 Six Mile Lane known as Wisteria Landing, consisting of one hundred twenty-eight (128) units, parking, ingress and egress and amenities; and

**WHEREAS**, Developer desires to convert said property into a Residential Condominium with an overall plan ultimately consisting of one twenty-eight (128) units;

**WHEREAS**, Developer desires to, and does hereby, file plans for said buildings and units, all as shown on plans simultaneously recorded herewith, together with any and all other structures and improvements and other permanent fixtures of whatsoever kind thereon, and all the rights and privileges belonging or in any wise pertaining thereto, to the provisions of the Kentucky Condominium Law, KRS 381.805 through 381.910, amended; and

**WHEREAS**, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of Developer and all future owners of any part of said real estate, and any buildings thereof, or thereon

contained to provide for the harmonious, beneficial, and proper use and conduct of the property; and

**WHEREAS**, Developer desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

**NOW, THEREFORE**, Developer declares as follows:

1. **Legal description of Land and Definitions.** The real estate which is hereby submitted and subjected to the provision of the Condominium Property Law of Kentucky, as amended, is legally described as follows:

BEGINNING at the northeast corner of the herein described parcel, which corner is 30 feet north of the south right-of-way line of Six Mile Lane (70 feet wide), and South 87 degrees 33 minutes East 223.22 feet from the intersection of the centerline of the right-of-way of Mamaroneck Road and the north side of the paved portion of Six Mile Lane, and which corner is marked by a stake in the original north line of the Ella B. Crawford tract of land near the north side of the paved portion of Six Mile Lane, said stake being North 87 degrees 38 minutes West 1369.45 feet from a stone at the original northeast corner of said Crawford tract, said stake also being at the northwest corner of the tract of land conveyed to Midland Park Baptist Church, Inc. by deed dated August 2, 1963, recorded in Deed Book 3839 at Page 194 in the Office of the County Court Clerk of Jefferson County, Kentucky; thence (1) along a line parallel to and 30 feet north of the south right-of-way line of Six Mile Lane which is also the north line of the paved portion of Six Mile Lane and the original north line of the said Ella B. Crawford tract, North 87 degrees 38 minutes West 238.37 feet to a point 15.15 feet from the centerline of Mamaroneck Road; thence (2) South 3 degrees 48 minutes West 300 feet to a point; thence (3) North 87 degrees 38 minutes West 183 feet to a point on

the east line of a tract of land conveyed to R. J. Reis by deed dated October 14, 1936, and recorded in Deed Book 1616 at Page 303, in the office aforesaid; thence (4) along the east line of said last mentioned tract, South 3 degrees 48 minutes West 745.71 feet to a point on the north line a certain Southern Railroad right-of-way (50 feet wide); which point is the southwest corner of the herein described parcel; thence (5) along said line of said right-of-way, North 78 degrees 19 minutes East 417.92 feet to a point which is both the southeast corner of the herein described parcel and the southwest corner of the tract of land conveyed to Midlane Park Baptist Church, Inc., as aforesaid; thence (6) along the west line of said last mentioned tract, North 4 degrees 53 minutes East 944.67 feet to the point of beginning.

BEING the same property conveyed to Wisteria Landing, Inc., by Deed dated July 5, 2006, and recorded in Deed Book 8862, Page 588, in the office of the Clerk of Jefferson County, Kentucky.

Said real estate is also described and delineated on a Plat or survey filed simultaneously herewith.

Said real estate and all improvements thereon and appurtenances thereto shall be known as "Wisteria Landing."

Except the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Condominium Property Law as amended: "Unit," "Condominium," "Master Deed," "General Common Elements," "Common Expenses," "Persons," "Property," and "Limited Common Elements."

2. **Description of Buildings.** Such buildings are situated on the real estate and are fully described in a set of floor plans of the buildings filed simultaneously with the recording hereof pursuant to KRS 381.835, and by reference thereto made a part of this Master Deed and are fully shown by the Plans attached hereto and made a part hereof.

A. Wisteria Landing shall initially consist of thirty-two (32) units

as constructed, together with the common elements appurtenant thereto.

Wisteria Landing as built initially consists of thirty-two (32) units in buildings previously constructed, and may consist of additional units contained in additional buildings on the same or additional property which may be incorporated herein by Amendment to this Master Deed. These buildings and the units therein together with the common elements appurtenant thereto will automatically become subject to this condominium regime by amendment(s) to the Master Deed upon the filing of their respective floor plans. Declarant specifically reserves the right, from time to time, to further amend the Master Deed to the extent of adding additional units and general common elements (including land), not to exceed ninety-six (96) additional units, and limited common elements and, once added by amendment, the units therein shall have the same rights, privileges, and obligations as appear herein. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted and reserved unto Declarant, its successors and assigns (however, individual unit owners shall not be included within the meaning of successors and assigns as used in this paragraph), to amend the Master Deed to accomplish the foregoing and to shift and reallocate from time to time the

percentage of ownership in the common elements appurtenant to each unit to the percentages set forth in each amendment pursuant to this paragraph. Each execution of a deed of conveyance, mortgage, or other instrument with respect to a unit, and the acceptance thereof, shall be deemed a grant, and an acknowledgment of and conclusive evidence of the parties thereto to the consent of such reservation of power to Declarant as attorney in fact and shall be deemed to reserve to Declarant and its successors and assigns the power to shift and reallocate from time to time the percentages of ownership in the common elements appurtenant to each unit set forth in each such recorded amendment. Further, Declarant specifically reserves unto itself, and its successors and assigns, the rights to determine the location of all future units, common elements, and limited common elements.

Each unit owner by acceptance of a deed to a unit further acknowledges, consents, and agrees to this Master Deed and to each such amendment that is recorded, as follows:

- (i) The portion of the additional common elements and any additional common elements described in each such amendment shall be governed in all respects by the provisions of this Master Deed.
- (ii) The percentage of ownership in the common elements

appurtenant to each unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment and, upon recordation thereof, the amount by which such percentage appurtenant to a unit is adjusted as set forth therein shall thereby be and be deemed to be reallocated from or to such unit owner and reconveyed and reallocated among the other unit owners as set forth in such recorded amendment.

- (iii) Each deed, mortgage, or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the common elements appurtenant to each unit shall, upon the recording of each amendment, be adjusted in proportion to the revised percentage set forth in such amendment and vested among all the other owners, mortgagees, and others owning an interest in the other units in accordance with the terms and percentages of each such recorded amendment.
- (iv) Intentionally deleted.
- (v) The percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements made a part of the condominium project by a recorded amendment,

and each deed, mortgage, or other instrument affecting a unit shall be deemed to include such additional common elements, and the ownership of any such unit and lien of any such mortgage shall automatically include and attach to such additional common elements as such amendments are recorded.

- (vi) Each unit owner shall have a perpetual easement, appurtenant to his unit, for the use of any additional common elements annexed thereto by and described in any recorded amendment for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the owners of specific units as may be provided in any such amendment.
- (vii) The recording of each such amendment shall not alter the amount of the lien for expenses assessed to a unit prior to the date of such amendment.
- (viii) Each unit owner by acceptance of the deed conveying his unit agrees for himself and all those claiming under him, including mortgagees, that the Master Deed and each amendment is and shall be deemed to be in accordance with the Horizontal Property Law and, for purposes of the Master Deed and Horizontal Property

Law, any changes in the respective percentages of ownership in the common elements, as set forth in each amendment, shall be deemed to be made by agreement of all unit owners and mortgagees.

- (ix) Declarant reserves the unilateral right to amend the Master Deed for the purpose of shifting and reallocating the percentages of ownership in the common elements in the manner provided by this article and any applicable law. If requested by Declarant, each unit owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this article to comply with the Horizontal Property Law as it may be amended from time to time.
- (x) Additional units shall be substantially completed prior to being subjected to the regime and shall be consistent with other units in terms of quality of construction.
- (xi) The provisions of the Master Deed and in deeds and mortgages of the units and common elements may contain clauses intended to confirm the right to shift the common elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common elements can be accomplished.

- (xii) 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.

B. Each owner by acceptance of a deed to a unit agrees this Declaration of Master Deed is and shall be deemed to be in accordance with the Condominium Property Act, and further agrees to the respective percentages of ownership in the common elements as set forth in this Master Deed.

C. The Building addresses and each of the units therein are fully set forth in said plans attached hereto and marked "Exhibit A" and are further listed in Exhibit "B".

D. The location, dimensions, and limited common area to which each unit has access are set forth in and on said floor plans. The legal description of each unit shall consist of its number as aforesaid, followed by the words, "a Condominium Unit in Wisteria Landing." Each unit shall consist of a separate entity and shall include the right to use the limited common elements as hereinafter delineated.

E. **Boundaries of Units.** Each unit includes that part of the building containing the space that lies within the boundaries of the unit. The upper and lower boundaries of each unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (i) Upper Boundaries. The horizontal plane of the interior

unfinished ceiling of the upper level of each unit.

(ii) Lower Boundaries. The horizontal plane of the interior unfinished floor of the lower level of each unit.

(iii) Perimetrical Boundaries. The perimetrical boundaries of each unit shall be the vertical planes of the interior unfinished walls bounding the unit extended to intersections with each other and with the above-described upper and lower boundaries.

(iv) Further Description and Delineation of Upper and Lower and Perimetrical Boundaries. The above-described horizontal and vertical planes shall include the interior unfinished surface of any doors, windows, vents and other structural elements as ordinarily are regarded as enclosures of space, and the above-described unit boundaries shall include, within the space of each unit, any wallpaper, paints, carpets, tile and all other decorating or finishing materials affixed or installed as part of the physical structure of the unit and shall also include all closets, cabinets, bookcases, storage areas, visible fixtures, appliances, mechanical systems, or equipment installed in, or for the sole and exclusive use of, an individual unit (including, but not limited to, furnace(s), air conditioning unit and water heater(s); provided, however, that neither pipes, wires, conduits, or other public utility lines or installations constituting part of the overall systems designed for the general use of the entire building, nor load-bearing walls and structural columns and other property of any kind which is not removable without jeopardizing the soundness and safety of the remainder of the entire building, shall be deemed to be included within the above-described unit

boundaries. "Entire building" as used in this paragraph shall include any other unit or any common element, whether general or limited.

3. **General Common Elements.** The general common elements include the land and all improvements thereon except for the limited common elements as hereinafter defined in Article 4 and the interior surfaces, spaces, and objects inside a dwelling unit as described in Article 2, paragraph E above. Except as provided in the bylaws of the Council of Co-Owners, all general common elements shall be available for use by all unit owners and shall be maintained by the Council.

4. **Limited Common Elements.** "Limited Common Elements" means and includes those common elements which reserved for a particular unit or number of units, including but not limited to interior undecorated surfaces of each unit's perimeter walls, ceilings and floors, windows, doors opening to outside of the unit, garage doors, covered porches, and foyers, all utility facilities within the units, heating and air conditioning units wherever situated; and whatever other limited common elements which are agreed upon in writing by the Council, Board, or Developer to be reserved for the use of a particular unit or number of units. All expenses of maintaining and repairing limited common elements shall be paid by the unit owners benefited thereby.

5. **Percentage Interest in The Common Elements**

A. Unless otherwise provided herein, the percentage of the undivided interest in the common elements pertaining to each unit and its owner for all purposes is as listed in Exhibit "B."

B. Each unit owner shall own an undivided interest in the percentage hereinabove set forth in the common elements as a tenant in common with all the other unit owners and, except as otherwise limited in this Master Deed, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of a unit and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to each unit.

Notwithstanding the unit owners' joint title to the common elements, no unit owner shall use any common elements in any manner calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

C. The term "unit" as used herein and throughout this Master Deed shall mean a "unit" as defined in KRS 381.810(1), together with the equal undivided ownership interest in the common elements allocated to each unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided, except as provided for by this Master Deed, and shall not be the subject of an action for partition or decision of the co-ownership.

6. **Appurtenances to Units.** The owner of each unit shall own a share and certain interests in the condominium project as appurtenances to his/her unit, including, but not limited to, the following items which are appurtenance to the several units

as indicated:

A. Membership in Wisteria Landing Council of Co-Owners, Inc., herein called the "Council," a non-stock, non-profit corporation organized under Kentucky law for the administration of the condominium project.

B. The right to use, occupy and enjoy common facilities subject to the provisions of this Master Deed, and the By-Laws and Rules and Regulations of the Council and any and all amendments or changes thereto enacted as provided herein.

C. The easements granted and reserved.

D. Common Elements and Common Surplus. The undivided share in the land and other common elements and in the common surplus in the percentages of ownership set forth herein; provided, however, that the right to share in the common elements and common surplus does not include the right to withdraw or to require payment or distribution thereof, except upon termination of the condominium plan of ownership as to the entire condominium project and dissolution of the Council, or as otherwise provided herein.

E. Restraint upon Separation of Units from Share in Common Elements. The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.

7. **Combined Units.** Notwithstanding anything to the contrary in this Master Deed, any two (2) contiguous units may be redesigned and conveyed by owner to a single purchaser as if the two (2) combined units were one (1) unit, so

long as such joinder will not impair the structural integrity of the building. Owner is hereby granted such easements as may be necessary for the creation of doorways or other means of ingress and egress through the common areas between such contiguous units in connection with the redesign of such units. Such a combination of two (2) units is hereinafter referred to in this Article 9 as a "Combined Unit." A Combined Unit shall be conveyed in one (1) deed and shall be described by the unit numbers assigned to the two (2) original units, and any such Combined Unit shall thereafter be treated as one (1) unit for all purposes under this Master Deed and the By-Laws of the Council, except that the entire building shall continue to be described as a building containing a total of eight (8) units. Without in any way limiting the generality of the foregoing, any such Combined Unit shall be treated as one (1) unit for the purpose of the boundary description definition. The percentage of ownership of a Combined Unit as described under Article 6 hereof shall be the combined percentage of ownership of the two (2) original units for all purposes under this Master Deed, including, without limitation, liability for common expenses under Article 11. In any further conveyance, such Combined Unit may be conveyed as two (2) separate units.

**8. Taxes and Special Assessments.** The Owner of each Unit shall be responsible for any and all ad valorem or real estate taxes and special assessments that may be assessed against the unit and its percentage of ownership in the common elements by any governmental authority with jurisdiction over the unit. Nothing contained in this Master Deed shall be construed as giving to any unit owner any right of contribution or adjustment against any other unit owner on

account of any deviation by any governmental authority from the percentages of ownership set forth in Article 2 hereof in any valuation or assessment against his/her unit.

**9. Administration of the project by Council.** Administration of the project, including the use, maintenance, repair, replacement and restoration of the common elements and any additions and alterations to them, shall be conducted by the Council of Co-Owners in accordance with the provisions of the Kentucky Condo Property Law, this Declaration, by By-Laws of the Council, and all project rules and regulations adopted by the Board. The Board may delegate the administration of any one or all of its duties and powers to a managing agent employed full or part-time for that purpose, by written contract not to exceed three years in duration and cancelable by the Board.

A. Insurance. The Council of Co-Owners, acting by and through its Board, shall acquire for the regime casualty, liability and employee worker's compensation insurance, if needed, without prejudice to the right of co-owners to insure their units on their own account and for their own benefit. The premiums on such insurance shall be considered common expenses, enforceable under lien rights, provided that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owner(s) of such unit(s) shall be required to pay any increase in premium(s) resulting from such use.

B. "Common Expenses" of the project means all charges, costs and expenses incurred by the Council, the Board, and/or the Managing Agent for and in connection with the operation and administration of the project. Common

expenses include those expenses for ground maintenance and repair, building maintenance and repair, all costs for common utility services not separately billed to each unit, liability insurance premiums, janitorial service for common area, garbage removal, asphalt and concrete repair of common areas, common sewage, snow removal from common areas, swimming pool, hot tubs, gazebo, tennis courts, and any and all other recreational facilities provided by the Developer, landscaping, gardening, grass cutting, exterior painting, costs of project materials, supplies and equipment and tools, management, legal, accounting and engineering service fees, repairs and replacements of common element utility lines and equipment, and repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacement costs and contingencies.

C. Access to Units. In the performance of its duties under this Article 11, the Council or its agents or employees may enter any unit when necessary in connection with any maintenance, repair, or reconstruction for which the Council is responsible. All incidental damage caused to a unit by such entry or such work shall be promptly repaired at the expense of the Council.

D. Alterations to General Common Elements. There shall be no alteration or further improvement (other than ordinary and necessary maintenance and repair) of the general common elements without prior approval in writing of the record owners of not less than seventy-five percent (75%) of the units. Any alteration or improvement of the general common elements bearing the approval in writing of the record owners of not less than seventy-five (75%) of

the general common elements may be done and the cost shall be assessed to all unit owners in the same ratio as their shares in the general common elements bear to each other. All unit owners shall thereafter contribute to the maintenance and upkeep of the common elements which are altered or improved.

**10. Administration by Developer.** The administration and control of the regime, including the adoption and amendment of the By-Laws and rules, and the assessment of common expenses, shall be exercised by the Developer until all one hundred twenty-eight (128) units have been sold, or seven years after the date of the filing of this Master Deed, whichever occurs first. The developer may also cede such authority to the Council at any time prior thereto.

Until such time as the administration and control is so transferred, the Developer shall be responsible for the maintenance cost of the regime in accordance with its own determination, incurred over and above the assessments received from unit owners for common expenses. The units owned by the Developer shall not be subject to any lien for common expenses, and the Developer shall not incur the other liabilities of unit owners set forth herein. However, upon the transfer of control to the Council, the Developer shall contribute such sums to the operating account and all reserve accounts theretofore established as are necessary to fully fund them to pay the common expenses for which they were established. The operating account shall be used to pay all such expenses incurred one or more times in a calendar year. The reserve accounts shall be used to pay for any repair, maintenance, or replacement of any common elements wherein such activities are not anticipated to be needed on an annual

basis.

At the time of transfer of administration and control to the Council, the Council may purchase any of the personal property owned by Developer and located on the property for cash, including but not limited to works of art and supplies used in the operation of the property.

**11. Liabilities and responsibilities of unit owners.**

A. **Damage.** A unit owner shall be liable for the entire expense of any maintenance, repair or replacement of any part of the condominium project, whether part of a unit or part of the general or limited common elements, if such maintenance, repair or replacement is rendered necessary by any willful or negligent act or omission of the unit owner, any member of his or her family, their guests, employees, agents or lessees. If any unit owner fails to undertake any such maintenance, repair or replacement within ten (10) days after the Board of Directors notifies the unit owner in writing that the Board of Directors has determined that such maintenance, repair or replacement is the responsibility of such owner under this Article 11, the Board of Directors may undertake such maintenance, repair, or replacement and the cost thereof shall be a lien on the unit of such unit owner until paid by the unit owner, and such lien shall be subject to the remedies for collection as provided for in this Declaration of Master Deed for Wisteria Landing. The Unit Owners shall maintain personal liability insurance covering damage to person or property within Wisteria Landing in no less than \$300,000.00 coverage.

B. **Personal Expense.** The responsibilities of the unit owners

shall include the maintenance, repair and replacement, at their own expense, of all portions of their unit, including all redecorating, painting, tiling, carpeting, waxing, papering, plastering or varnishing, replacement of any light bulbs, wiring, electrical outlets and the appliances and fixtures located in his/her unit, or located in the limited common elements appurtenant to his/her unit, or located in the general common elements, but benefiting his/her unit to the exclusion of any other unit, including, but not limited to, any plumbing fixtures, air conditioning equipment, heat pumps and equipment, lighting fixtures, refrigerators, dishwashers, disposals, ranges, range hoods, and fans, sinks, lamps, doors, windows and telephones, or any electric, gas or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.

Such maintenance, repair and replacement shall be done without disturbing the rights of other unit owners, and shall not change the appearance of any portion of the exterior of a building without prior approval of the Board.

C. Liability of the Unit Owners for Share of Common Expenses. Each unit owner shall be personally liable for the proportionate share of the common expenses and shall share in the common surplus, such shares being the same as the undivided share in the common elements provided in Article 5 hereof. No owner shall be exempt from contributing toward such expenses by waiver of the use or enjoyment of the common elements or by abandonment of his/her unit; provided, however, the Council may, but is not required to, abate or reduce an owner's contribution for a reasonable period of time during which his/her unit is uninhabitable as a result of damage or

destruction.

D. Interest on Unpaid Assessments.

Assessments paid on or before ten (10) days after the day when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear a late charge of five percent (5%) on any monthly condominium assessment fee and, in addition thereto, shall bear annual interest at the then existing legal rate of interest from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

D. Lien for Assessments. Any unpaid common expenses assessed to a unit owner shall constitute a lien against the unit of such owner and against such owner's interest in the condominium project as provided in the Condominium Act. Such lien shall be subordinate to the lien of the mortgagee of the first mortgage of record on such unit. In addition to any other remedies or liens provided by law, if any unit owner is in default in the payment of any common expenses assessed to him/her for thirty (30) days, the Council may bring suit for and on behalf of itself and as representative of all unit owners to enforce collection of the assessment and to foreclose the aforesaid lien. The lien for unpaid assessments shall also secure the legal interest and reasonable rental for the unit pending foreclosure, and the Council shall be entitled to the appointment of a receiver to collect the same.

12. **Grant and Reservation of Easements.**

A. Existing Easements. Easements are hereby declared and

granted and reserved for utility purposes as they exist on the date of the recording of this Master Deed. Easements are further declared and granted and reserved for ingress and egress for pedestrian traffic over, through and across the hallways, passages, stairways, sidewalks, paths, walks, and lanes as are now and from time to time may exist upon the common elements and for vehicular traffic over, through and across such driveways, parking areas, and other portions of the common elements as are now and from time may be paved and intended for such purposes. All easements and rights described in this Master Deed are easements appurtenant, running with the land and shall inure to the benefit of and be binding upon the Owner and any other person having any interest in the condominium project. The deed of conveyance of any unit or any mortgage or trust deed or other evidence of obligation, shall be subject to the easements and rights described in this Master Deed, and reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such units as fully and completely as if such easements and rights had been recited fully and set forth in their entirety in such documents.

B. Air Space; Easement of Unintentional and Non-Negligent Encroachments. Each unit shall have an exclusive easement for the use of the air space occupied by the unit as it exists at a particular time and as the unit may lawfully be altered or reconstructed from time to time. If a unit shall encroach upon any common element or upon any other unit by reason of the non-purposeful or non-negligent act of the unit owner or of the Council, then an

easement appurtenant to such encroaching unit or common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist. The Council shall have the right to maintain the presently existing improvements regardless of any present or future encroachments of any common element upon any unit.

C. Future Easements. The Council may grant easements for utility purposes for the benefit of the condominium project, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires, and equipment and electrical conduits and wires over, under, along and or any portion of the condominium project and each unit owner hereby grants the Council (acting through its President) an irrevocable power of attorney to execute, acknowledge, and record for and on behalf of each unit owner, such instruments or documents as may be necessary to effectuate such easements; provided, however, that any easement through boundaries of an individual unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the unit owner. The power of attorney granted by this Article 13 shall survive any disability or death of the unit owner and shall be binding on each successive unit owner.

**13. Violation of Master Deed or By-Laws.** Any unit owner responsible for any violation of any provision of the master deed or the By-Laws of the Council shall be notified of same and shall immediately cease, desist, and correct such violation. The Board may authorize entrance into a unit to

correct any violation not timely corrected, at the expense of the unit owner. Such activity shall not be deemed a trespass. The Board may also institute a legal proceeding to enjoin or abate the violation or to obtain a decree declaring the termination of the ownership of the unit and the judicial sale of same.

**14 Consent to Master Deed.** Every grantee of Developer, and all subsequent entitles claiming an ownership interest in a unit acquired from such grantee or its successors in title, **shall** accept the title subject to all easements, restrictions, and liens of record and the provisions of this Master Deed as though the provisions were fully recited in every deed of conveyance to a unit in this condominium.

**15. Incorporation of Council of Co-Owners.** The Developer will cause the formation of a Kentucky non-profit corporation known as "Wisteria Landing Council of Co-Owners, Inc." to act as the governing body for this condominium. Each unit owner shall be a member of such corporation and shall have one vote in the affairs of same. Membership shall terminate upon disposition of ownership and shall vest in the new owner.

**16. Amendments.**

A. The provisions of this Master Deed may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by Developer, until Developer has ceased to exercise administration and control pursuant to Section 10 hereof and thereafter, by owners of seventy-five percent (75%) of all units and a majority of first mortgagees having bona fide liens of record against the units. The By-Laws,

unless otherwise provided, shall be amended, changed or modified only by an instrument in writing, setting forth such amendment, change or modification, signed and acknowledged by owners of a majority of the percentage interest of all units.

B. Any amendment, change or modification to this Master Deed shall conform to the provisions of the Condominium Property Law and shall be effective upon recordation thereof. By-Laws and any amendments thereto need not be recorded.

17. **Severability and waiver of deed provision.** The invalidity of any provision of this deed shall not impair the effect of any other provision. The failure to enforce any provision shall not abrogate or constitute a waiver of the provision.

**IN WITNESS WHEREOF**, the said Developer has caused this Master Deed to be signed by the Developer and Lender the date first shown above.

WISTERIA LANDING, INC.

By: *DL Gorman*

As: *President*

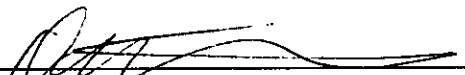
STATE OF KENTUCKY )  
 ) SS.:  
COUNTY OF JEFFERSON )

Subscribed and sworn to before me by Phyllis Grauman, as President  
~~Manager~~ of Wisteria Landing on the 24th day of July,  
2006, to be the act and deed of Wisteria Landing.

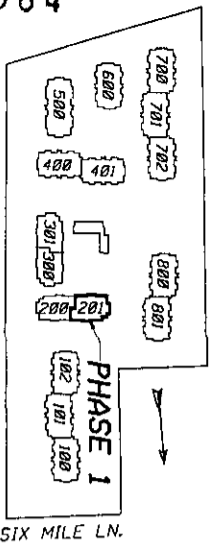
My Commission expires: March 28, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

THIS DOCUMENT PREPARED BY:

  
\_\_\_\_\_  
DENNIS J. STILGER  
6000 Brownsboro Park Boulevard  
Suite H  
Louisville, KY 40207  
(502) 893-8557

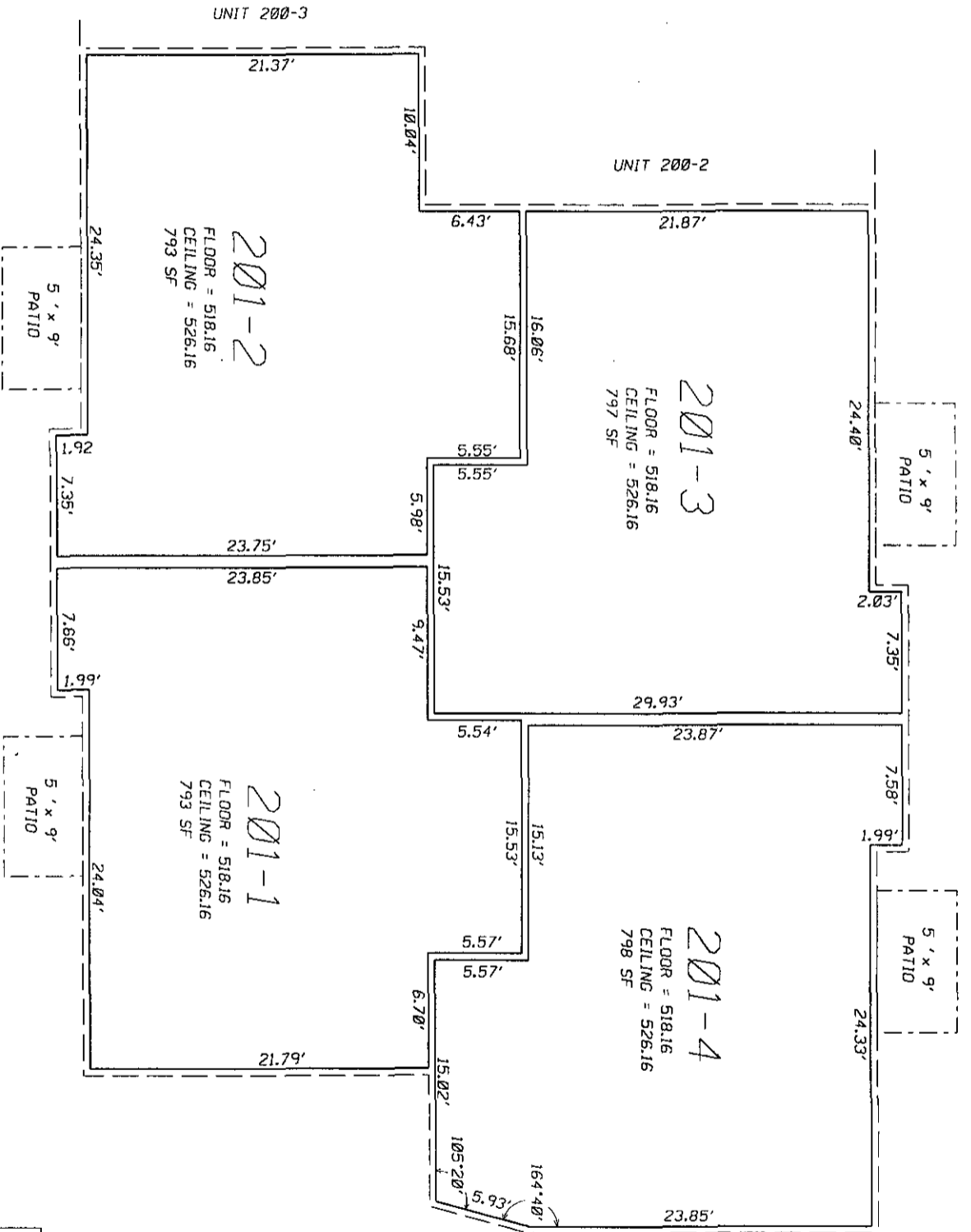
C:\Documents and Settings\Staff\My Documents\DEEDS\MASTER  
DEED.WISTERIA LANDING.GRAUMAN.3-27-06.3.doc



KEY MAP (N.T.S.)

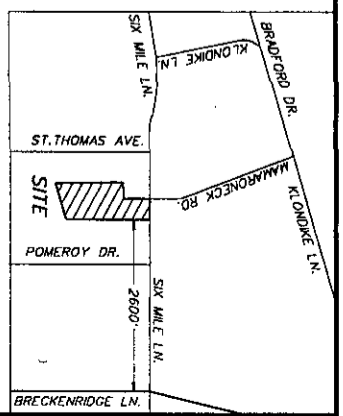
LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THE CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085 7/10 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latta*  
 JOEL B. LATTO, KY PLS. #3466 DATE 7-24-06



- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.

PHASE 1, 201 BLDG.  
 1st. FLOOR PLAN



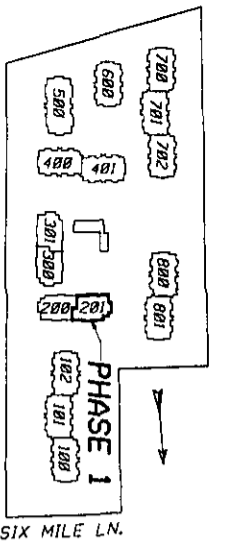
WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 07-24-06





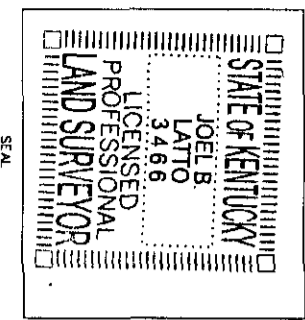
KEY MAP (N.T.S.)

LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THIS CONDOMINIUM  
 PLAT WAS MADE UNDER MY DIRECT SUPERVISION.  
 THE BOUNDARIES SHOWN HEREON ARE FROM  
 A CLASS A URBAN SURVEY MADE BY ME, DATED  
 AUG. 05, 2005. SAID SURVEY WAS MADE BY THE  
 METHOD OF A RANDOM TRAVERSE WITH SIGHTS.  
 THE PRECISION RATIO OF SAID TRAVERSE WAS  
 1/23,085 AND WAS NOT ADJUSTED. THE METRIC  
 AND FOREGOING MEASUREMENTS SHOWN HEREON  
 AND THEREON CORRECT TO THE BEST OF MY  
 KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS. #3466

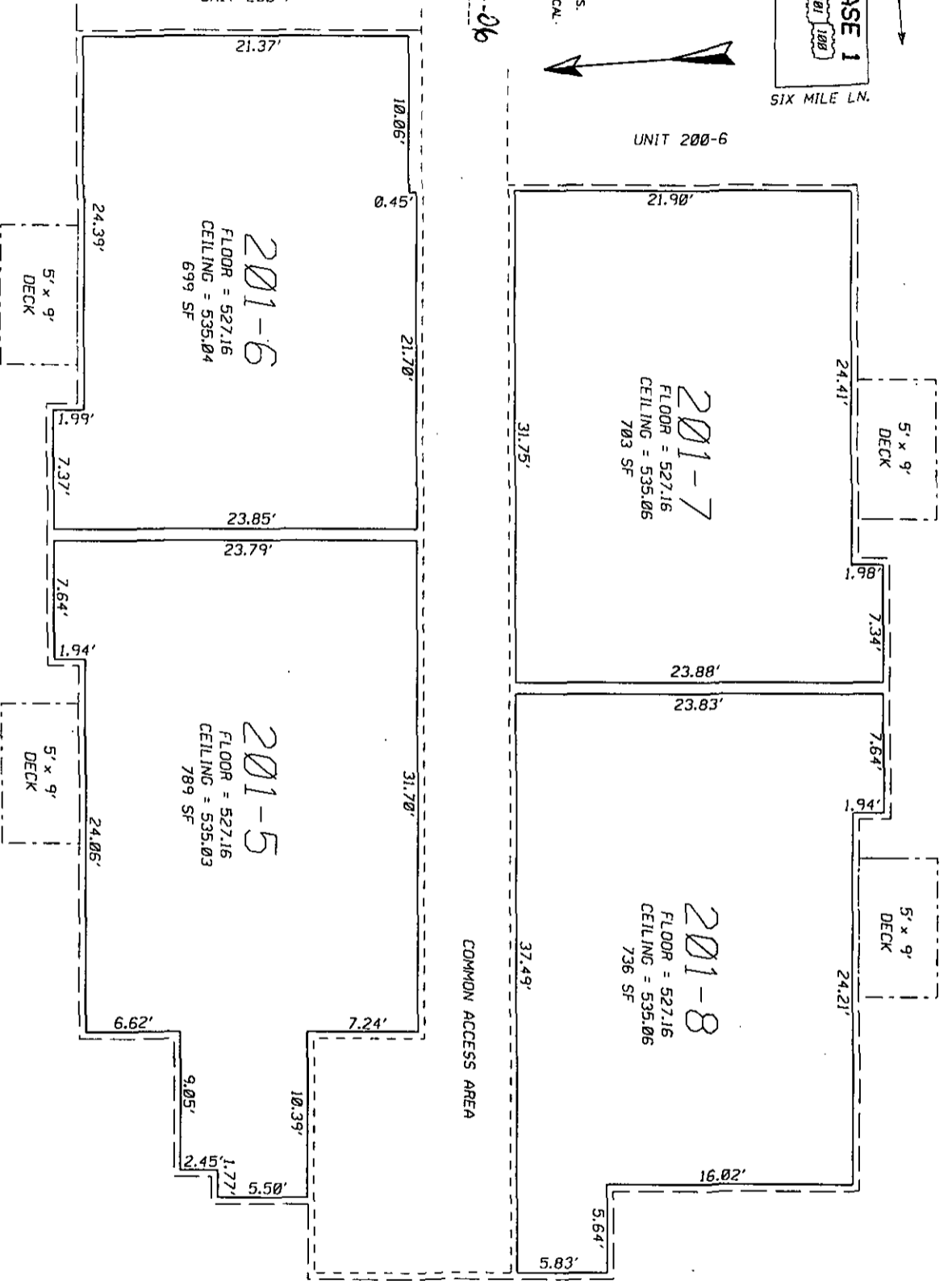
DATE

7-24-06



UNIT 200-7

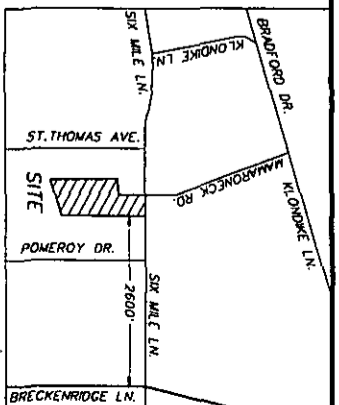
UNIT 200-6



NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.

PHASE 1, 201 BLDG.  
 2nd. FLOOR PLAN



LEGEND

- CONDOMINIUM UNIT BOUNDARY LINE
- - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
- - - COMMON ELEMENT
- - - EXTERIOR WALL

WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

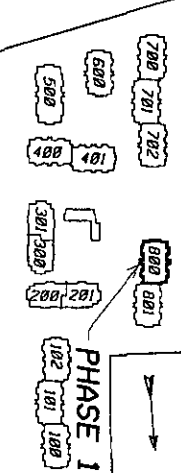
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 07-24-06



KEY MAP (N.T.S.)



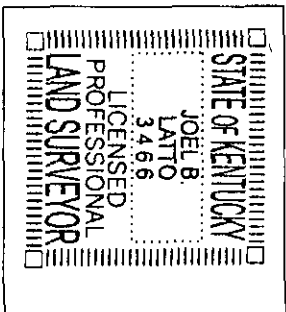
LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION, FILED UNDER MY LICENSE NO. 3466, AND IS A CLASS A URBAN SURVEY MADE BY ME DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SODSHOES. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085.77 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON AND HORIZONTAL ANGLES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY R.S. #3466

DATE

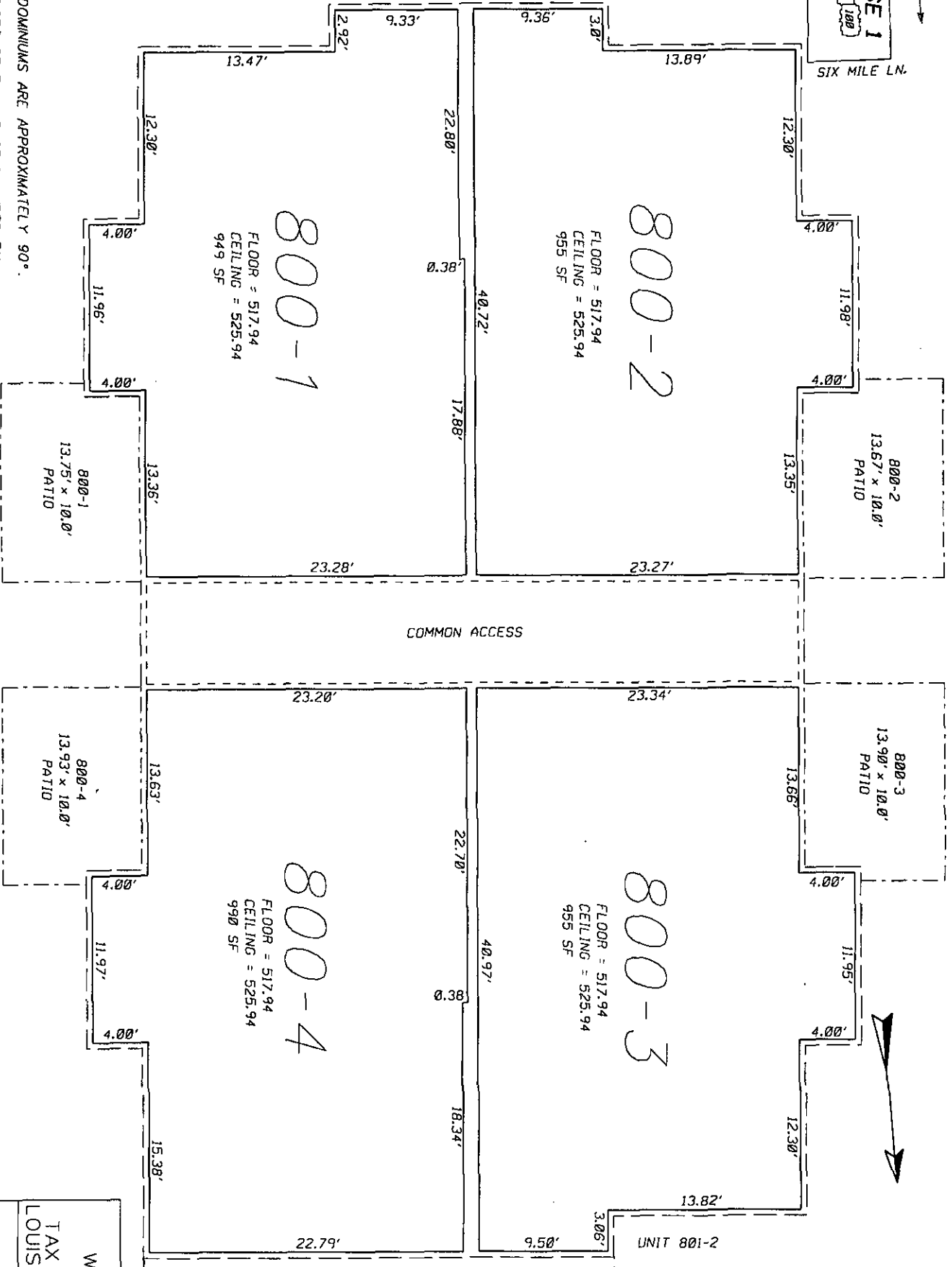
*July 24, 2006*



NOTES:

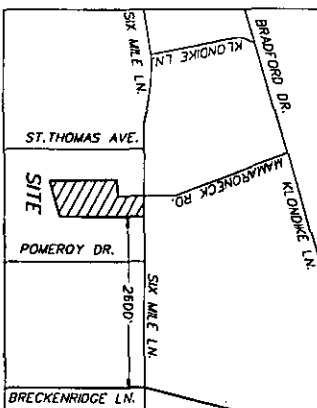
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT'S BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR OF THE DRYWALL WALLS AND CEILINGS.

SIX MILE LN.



SCALE: 1" = 10'

PHASE 1, 800 BLDG.  
1st. FLOOR PLAN



- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - COMMON ELEMENT
  - EXTERIOR WALL

WISTERIA LANDING  
CONDOMINIUMS

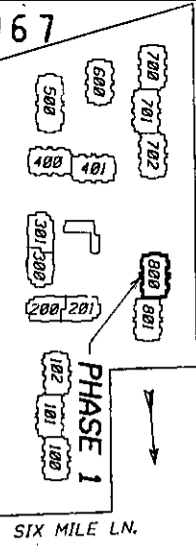
OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218

2044CONDO.DGN JBL 07-24-06

KEY MAP (N.T.S.)



800-6

FLOOR = 526.94  
CEILING = 534.87  
1001 SF

800-5

FLOOR = 526.94  
CEILING = 534.79  
1001 SF

800-7

FLOOR = 526.94  
CEILING = 534.87  
1001 SF

800-8

FLOOR = 526.94  
CEILING = 534.79  
1036 SF

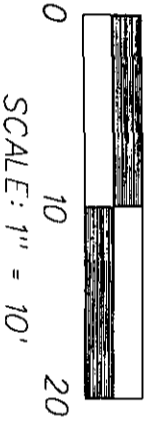
COMMON ACCESS

- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.

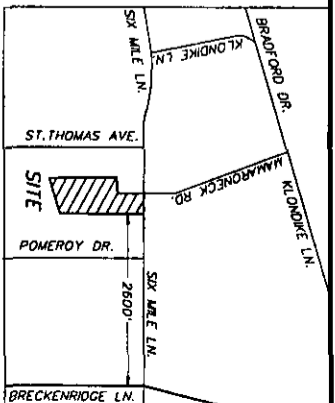
STATE OF KENTUCKY  
JOEL B. LATTO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

LAND SURVEYORS CERTIFICATE  
HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION, THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED 7/24/06. THE SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIGHTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,085.7' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS. #3466 DATE 7-24-06



PHASE 1, 800 BLDG.  
2nd. FLOOR PLAN



WISTERIA LANDING  
CONDOMINIUMS

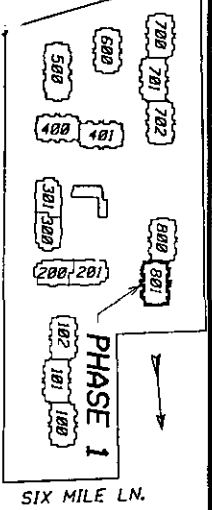
OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218

DB 08872PG0968

KEY MAP (N.T.S.)



UNIT 800-3

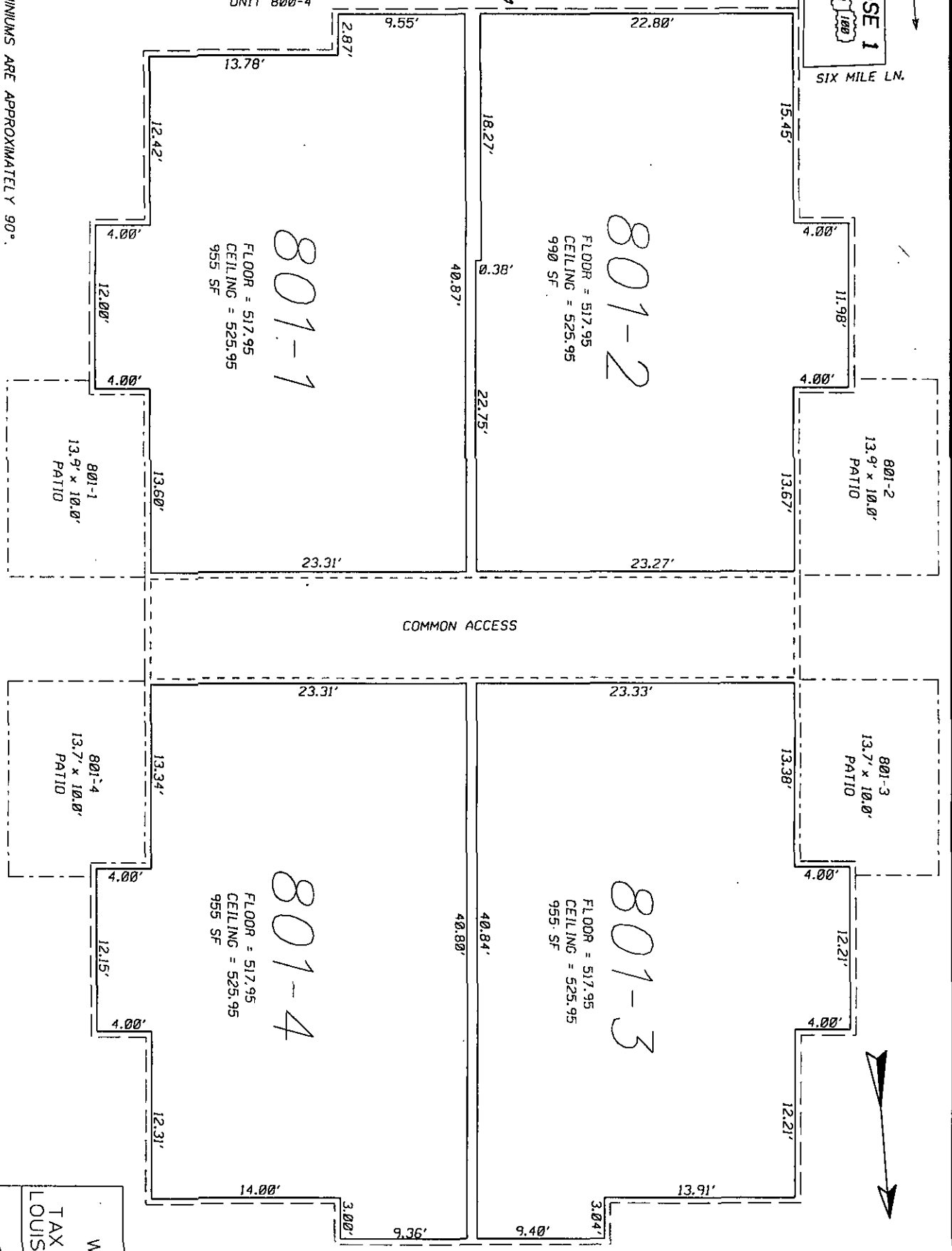
UNIT 800-4

**CONDO SURVEYORS CERTIFICATE**

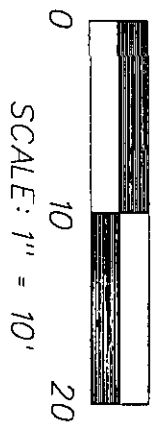
ORDER: CENTER THAT THIS CONDOMINIUM PLAN AND UNIT FLOOR PLANS, AND THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED 05/05/2005, SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIGHTS, THIS PRECISION PLANO TABLE TRAVERSE WAS RUN ON THE HORIZONTAL MEASUREMENTS SHOWN HEREON AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS 3466 DATE 7-24-06

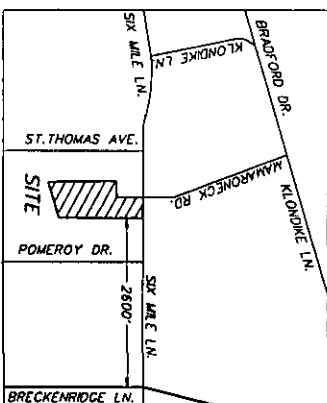
STATE OF KENTUCKY  
 JOEL B. LATTO  
 3466  
 LICENSED PROFESSIONAL LAND SURVEYOR  
 SEAL



- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT'S BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 1, 801 BLDG.  
 1st. FLOOR PLAN



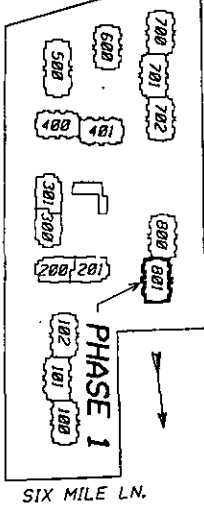
- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - COMMON ELEMENT
  - EXTERIOR WALL

WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDNER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 07-24-06



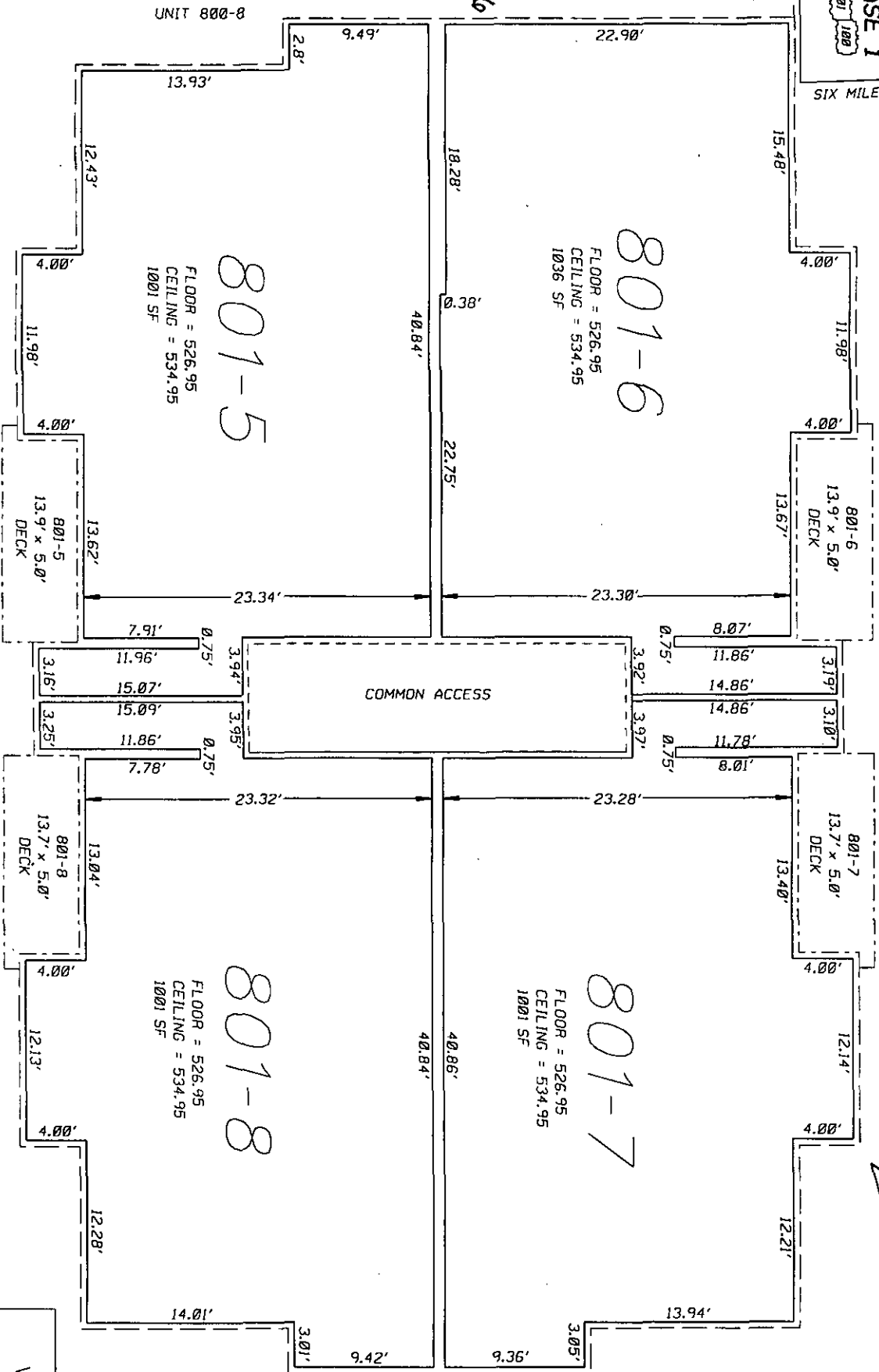
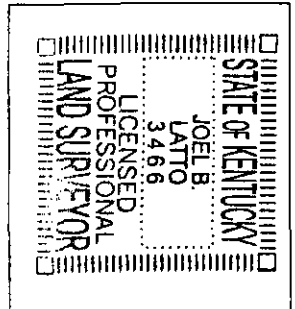
KEY MAP (N.T.S.)

UNIT 800-7

LAND SURVEYORS CERTIFICATE  
 HEREBY CERTIFY THAT THIS CONDOMINIUM  
 PLAN WAS MADE UNDER MY DIRECT SUPERVISION,  
 THE BOUNDARIES SHOWN HEREON ARE FROM  
 A CLOSE-ORDERED SURVEY MADE STRICTLY IN  
 ACCORDANCE WITH THE PRECISION METHOD OF  
 METHOD OF A RANDOM TRAVERSE WITH SIGHTSOTS.  
 THE PRECISION RATIO OF SAID TRAVERSE WAS  
 1/23,085 '7' AND WAS NOT ADJUSTED. THE VERTICAL  
 AND HORIZONTAL MEASUREMENTS SHOWN HEREON  
 ARE TRUE AND CORRECT TO THE BEST OF MY  
 KNOWLEDGE AND BELIEF.

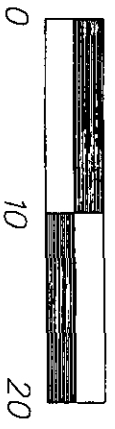
JOEL B. LATTO, KY PLS #3466 DATE

*Joel B. Latto 7-24-06*

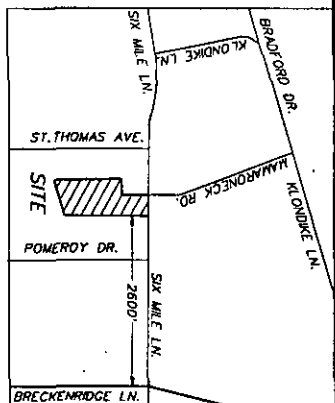


NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



SCALE: 1" = 10'



LEGEND  
 CONDOMINIUM UNIT BOUNDARY LINE  
 EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)  
 COMMON ELEMENT  
 EXTERIOR WALL

OWNER  
 WISTERIA LANDING  
 CONDOMINIUMS

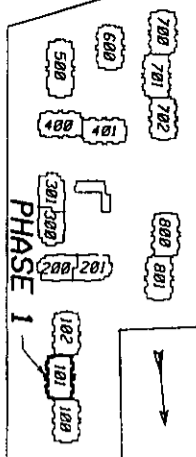
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 07-24-06

PHASE 1, 801 BLDG.  
 2nd. FLOOR PLAN

KEY MAP (N.T.S.)



UNIT 102-3

SIX MILE LN.

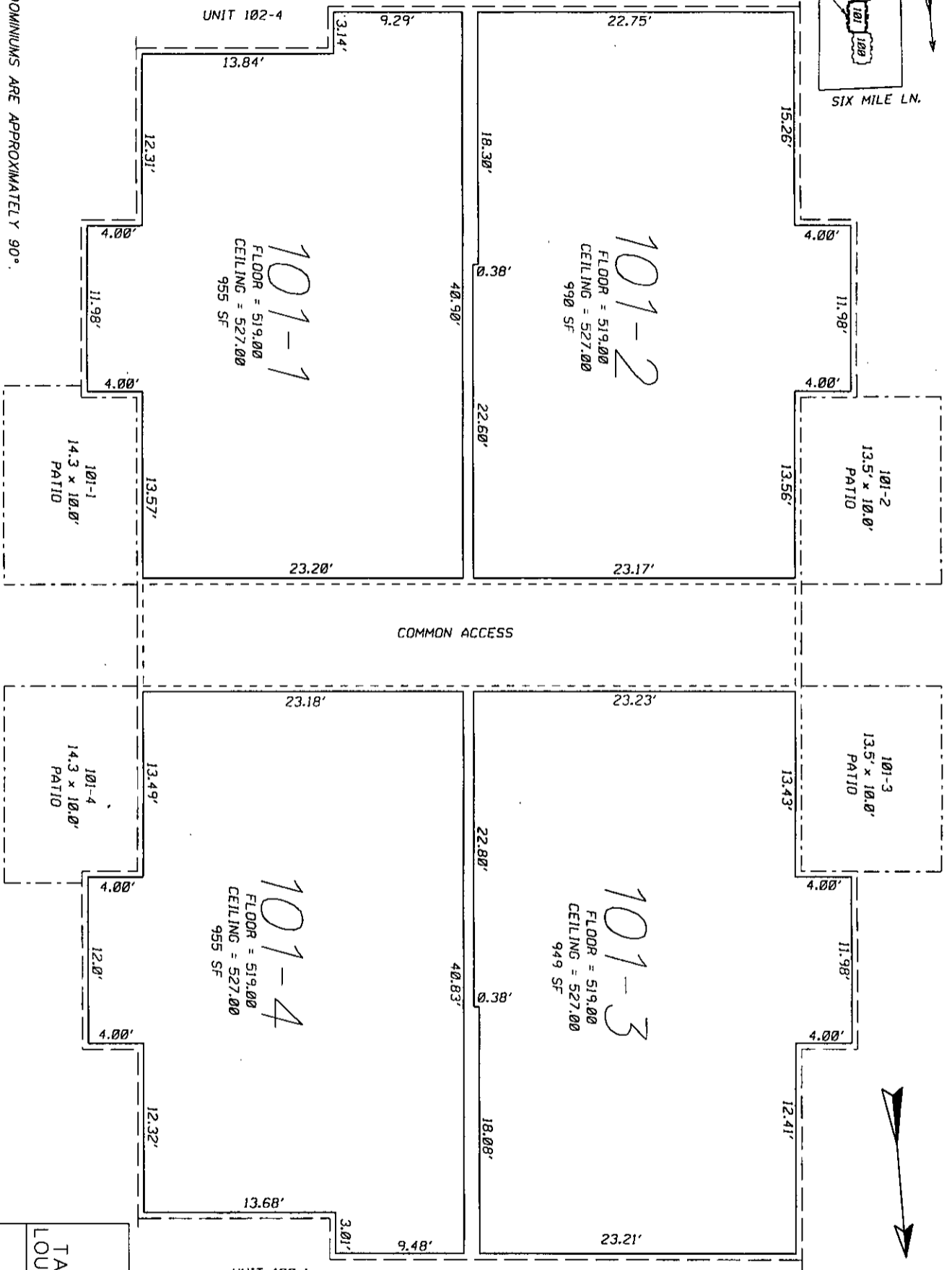
LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THIS CONDOMINIUM  
 PLAN WAS MADE UNDER MY DIRECT SUPERVISION,  
 THAT I AM A LICENSED LAND SURVEYOR IN THE  
 STATE OF KENTUCKY AND THAT THE SURVEY  
 WAS MADE IN ACCORDANCE WITH THE  
 A.C.S. AND URBAN SURVEYING ACT OF 1978.  
 THE METHOD OF A RANDOM TRAVERSE WITH SIGHTS  
 AND THE PRECISION RATIO OF SAID TRAVERSE WAS  
 1/20,000 AND WAS NOT ADJUSTED. THE VERTICAL  
 ANGLE WAS OBSERVED IN THE MIDDLE OF THE  
 LINE AND CORRECTED TO THE BEST OF MY  
 KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS. 3466 DATE

*Paul B. Jett* 7-24-06

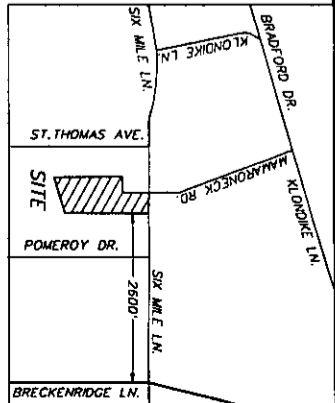
STATE OF KENTUCKY  
 JOEL B. LATTO  
 3466  
 LICENSED PROFESSIONAL  
 LAND SURVEYOR  
 SEAL

- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



COMMON ACCESS

- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - COMMON ELEMENT
  - EXTERIOR WALL



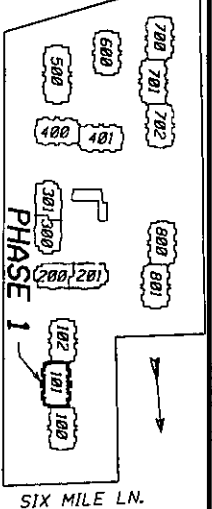
PHASE 1, 101 BLDG.  
 1st. FLOOR PLAN



OWNER  
 WISTERIA LANDING  
 CONDOMINIUMS

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 07-24-06

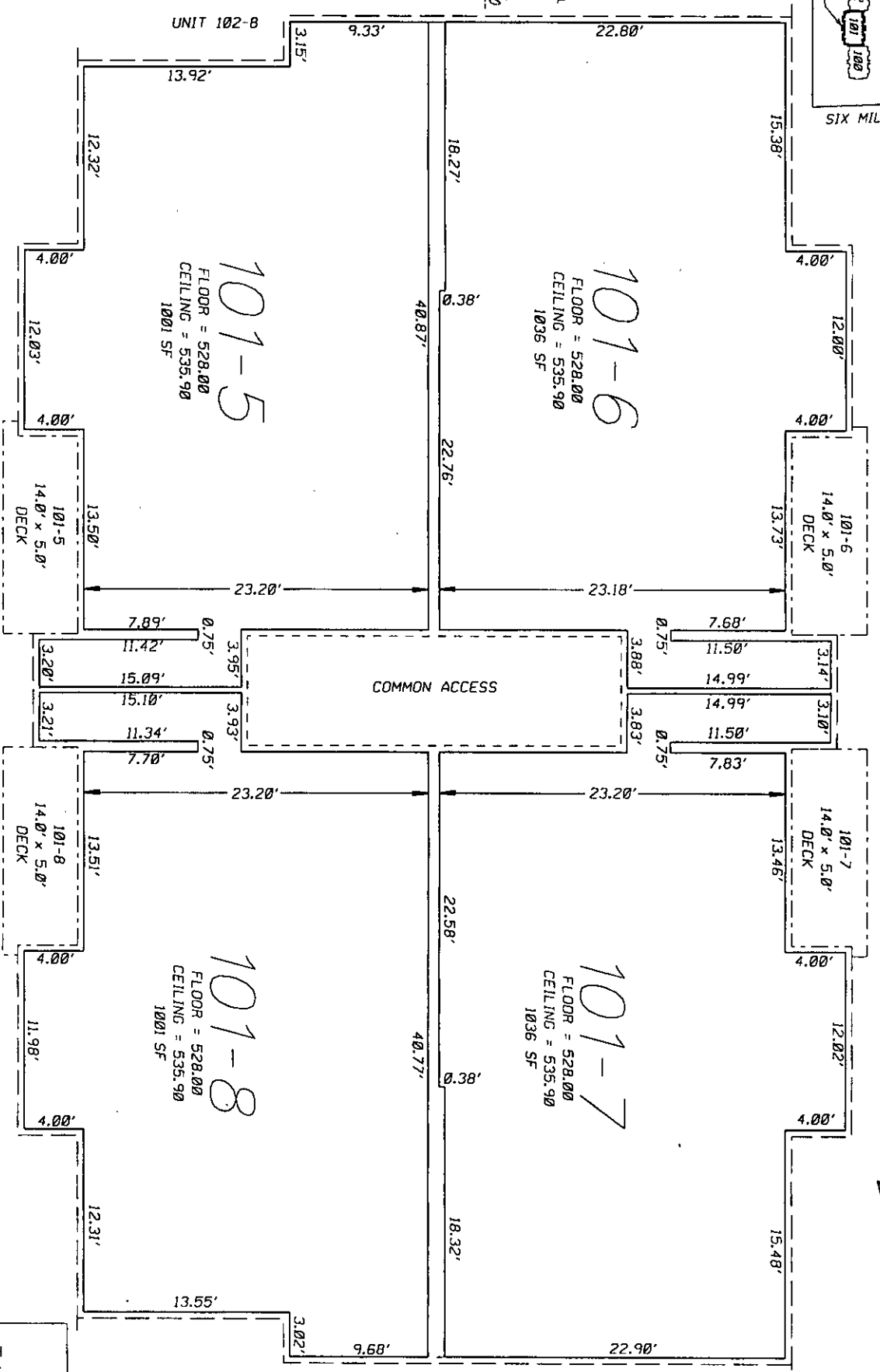


UNIT 102-7

LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THE CONDOMINIUM  
 PLAT WAS MADE UNDER MY DIRECT SUPERVISION.  
 THE BOUNDARIES SHOWN HEREON ARE FROM  
 A CLASS A URBAN SURVEY MADE BY ME DATED  
 AUG. 05, 2005. SAID SURVEY WAS MADE BY THE  
 METHOD OF A RANDOM TRAVELER WITH STRENGTHS,  
 THE PROVISIONS AND MEASUREMENTS OF THE  
 SURVEY AND THE MEASUREMENTS OF THE  
 HORIZONTAL AND VERTICAL MEASUREMENTS SHOWN HEREON  
 ARE TRUE AND CORRECT TO THE BEST OF MY  
 KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY P.L.S. #3466  
*Joel B. Latto* 7-24-06  
 DATE

DB 08872PG0971



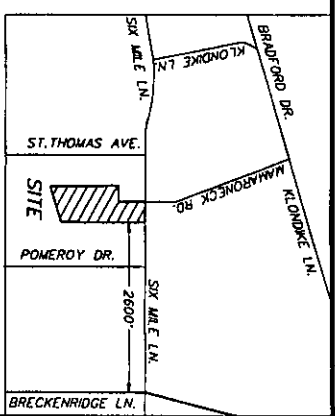
NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT'S BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



SCALE: 1" = 10'

PHASE 1, 101 BLDG.  
 2nd. FLOOR PLAN



- LEGEND
- CONDOMINIUM UNIT
  - BOUNDARY LINE
  - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - COMMON ELEMENT
  - EXTERIOR WALL

WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 0911, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDNER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 07-24-06

**MASTER DEED  
FOR  
WISTERIA LANDING CONDOMINIUMS**

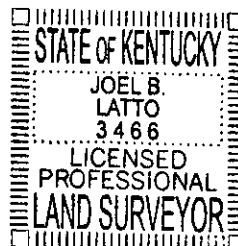
<b>PHASE</b>
<b>1</b>

Unit Number	Unit Square Footage	Initial Percentage of Common Interest
201-1	793	2.6599
201-2	793	2.6599
201-3	797	2.6733
201-4	798	2.6767
201-5	789	2.6465
201-6	699	2.3446
201-7	703	2.3580
201-8	736	2.4687
800-1	949	3.1832
800-2	955	3.2033
800-3	955	3.2033
800-4	990	3.3207
800-5	1001	3.3576
800-6	1001	3.3576
800-7	1001	3.3576
800-8	1036	3.4750
801-1	955	3.2033
801-2	990	3.3207
801-3	955	3.2033
801-4	955	3.2033
801-5	1001	3.3576
801-6	1036	3.4750
801-7	1001	3.3576
801-8	1001	3.3576
101-1	955	3.2033
101-2	990	3.3207
101-3	949	3.1832
101-4	955	3.2033
101-5	1001	3.3576
101-6	1036	3.4750
101-7	1036	3.4750
101-8	1001	3.3576
<b>TOTALS</b>	<b>29813</b>	<b>100</b>

**Recorded In Condo Book**  
 No. \_\_\_\_\_ Page \_\_\_\_\_  
 Part No. \_\_\_\_\_

This percentage calculation was prepared by  
 Joel B. Latto, KY PLS #3466  
 Cassidy Assoc., Inc  
 2100 Gardiner Ln., Suite 302  
 Louisville, KY 40205

*Joel B. Latto 7-24-06*



Document No.: DN2006117256  
 Lodged By: STILGER  
 Recorded On: 07/25/2006 09:55:22  
 Total Fees: 74.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
 Deputy Clerk: TERHIG

**Recorded In Condo Book**  
 No. 115 Page 82  
 Part No. 2274

**END OF DOCUMENT**

17

**FIRST AMENDMENT AND FIRST AMENDED DECLARATION  
FOR THE EXPANDABLE CONDOMINIUM PROJECT KNOWN AS  
WISTERIA LANDING CONDOMINIUMS UNITS**

This Declaration, made and entered in by Wisteria Landing, Inc. (a Kentucky Corporation), hereinafter sometimes referred to as "Wisteria Landing."

WITNESSETH:

WHEREAS, by a Condominium Declaration dated July 24, 2006, and recorded in Deed Book 8872, Page 939, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, Wisteria Landing, Inc. subjected and submitted certain real estate to the Kentucky Condominium Property Act; and

WHEREAS, under the Declaration, § 2A, right is specifically reserved unto the Developer to create, add and subject other buildings to the property and thereby to add additional or new units to said Condominium; and

WHEREAS, Wisteria Landing, Inc., is the owner of and wishes to add to said Condominium area the following described real estate:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
200	200-1; 200-2; 200-3; 200-4; 200-5; 200-6; 200-7; 200-8
300	300-1; 300-2; 300-3; 300-4; 300-5; 300-6; 300-7; 300-8

BEING a portion of the property described as follows:

BEGINNING at the northeast corner of the herein described parcel, which corner is 30 feet north of the south right-of-way line of Six Mile Lane (70 feet wide), and South 87 degrees 33 minutes East 223.22 feet from the intersection of the center-line of the right-of-way of Mamaroneck Road and the north side of the paved portion of Six Mile Lane, and which corner is marked by a stake in the original north line of the Ella B. Crawford tract of land near the north side of the paved portion of Six Mile Lane, said stake being North 87 degrees 38 minutes West

1369.45 feet from a stone at the original northeast corner of said Crawford tract, said stake also being at the northwest corner of the tract of land conveyed to Midland Park Baptist Church, Inc. by deed dated August 2, 1963, recorded in Deed Book 3839 at Page 194 in the Office of the County Court Clerk of Jefferson County, Kentucky; thence (1) along a line parallel to and 30 feet north of the south right-of-way line of Six Mile Lane which is also the north line of the paved portion of Six Mile Lane and the original north line of the said Ella B. Crawford tract, North 87 degrees 38 minutes West 238.37 feet to a point 15.15 feet from the centerline of Mamaroneck Road; thence (2) South 3 degrees 48 minutes West 300 feet to a point; thence (3) North 87 degrees 38 minutes West 183 feet to a point on the east line of a tract of land conveyed to R. J. Reis by deed dated October 14, 1936, and recorded in Deed Book 1616 at Page 303, in the office aforesaid; thence (4) along the east line of said last mentioned tract, South 3 degrees 48 minutes West 745.71 feet to a point on the north line a certain Southern Railroad right-of-way (50 feet wide); which point is the southwest corner of the herein described parcel; thence (5) along said line of said right-of-way, North 78 degrees 19 minutes East 417.92 feet to a point which is both the southeast corner of the herein described parcel and the southwest corner of the tract of land conveyed to Midlane Park Baptist Church, Inc., as aforesaid; thence (6) along the west line of said last mentioned tract, North 4 degrees 53 minutes East 944.67 feet to the point of beginning.

BEING the same property conveyed to Wisteria Landing, Inc., by Deed dated July 5, 2006, and recorded in Deed Book 8862, Page 588, in the office of the Clerk of Jefferson County, Kentucky.

WHEREAS, the additional property is now improved with two (2) buildings containing a combined total of sixteen (16) additional units.

NOW, THEREFORE, Wisteria Landing, Inc., for the purposes hereinabove set forth pursuant to the provisions set forth in the Master Deed for Wisteria Landing, recorded as above, and in accordance with and by means of the powers therein reserved and conferring on it hereby amends the declaration by:

(1) Further declaring that the additional property is hereby subjected to the provisions of the Act as an integral part of the condominium created by the declaration and that said additional property is to be in all respects governed by the terms and provisions of this Declaration.

(2) Amending the legal description of the Units which is set forth in the Declaration by adding the following new units:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
200	200-1; 200-2; 200-3; 200-4; 200-5; 200-6; 200-7; 200-8
300	300-1; 300-2; 300-3; 300-4; 300-5; 300-6; 300-7; 300-8

All of Building 200 and 300 and the Units referred to immediately above are delineated on the survey of the additional property by Joel B. Latto, Registered Surveyor dated August 31, 2006, and recorded contemporaneously with this First Amended Expandable declaration.

3. Amending the schedule of the percentage of ownership interest in the common elements appurtenant to each unit, set forth in the Master Deed and to reallocate said percentage interest and to read as follows:

See attached list.

The above schedule percentages in the common elements are calculated on the basis set forth in the Master Deed and this reallocation is accomplished as follows:

(a) Wisteria Landing, Inc., to the extent necessary, hereby exercises all rights conferred upon it by the Declaration in all powers of attorney granted to it by all units owners of the existing units and thereby divests them of that portion of their unit's share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each new unit shown in the aforesaid schedule.

(b) Wisteria Landing, Inc., to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants, conveys, and sets over to each owner of each existing unit that share in the new common elements which is necessary to

attain for each existing unit the share in the aggregated common elements shown in the aforesaid schedule.

(c) Any other means supportable in law or equity on the basis of the declaration, the deeds issued to each purchaser and this amended Declaration.

The meaning of the terms, "existing units," "common elements," "new units," "powers of attorney," "granted and reserved unto the developer," are as defined in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for Wisteria Landing condominium units shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized officers of the parties hereto, this 31st day of August, 2006.

WISTERIA LANDING, INC.

BY: *Philip L. Grauman*  
Philip L. Grauman, President

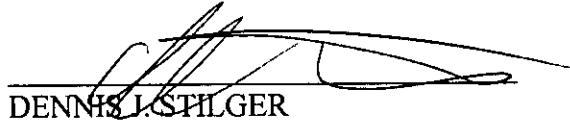
STATE OF KENTUCKY    )  
  ) SS.:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 31st day of August, 2006, by Philip L. Grauman, as President of Wisteria Landing, Inc., a Kentucky corporation, on behalf of the corporation.

My Commission expires: September 24, 2007

*Brenda J. Esto*  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

THIS DOCUMENT PREPARED BY:



DENNIS J. STILGER  
Attorney at Law  
6000 Brownsboro Park Boulevard  
Suite H  
Louisville, KY 40207  
(502) 893-8557

END OF DOCUMENT

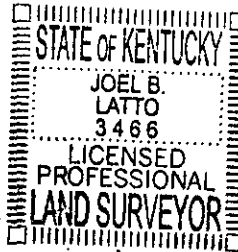
**FIRST AMENDMENT TO THE  
MASTER DEED  
FOR  
WISTERIA LANDING CONDOMINIUMS**

<b>PHASE</b>
<b>1 &amp; 2</b>

Unit Number	Unit Square Footage	Initial Percentage of Common Interest
201-1	793	1.8853
201-2	793	1.8853
201-3	797	1.8948
201-4	798	1.8972
201-5	789	1.8758
201-6	699	1.6618
201-7	703	1.6713
201-8	736	1.7498
800-1	949	2.2562
800-2	955	2.2705
800-3	955	2.2705
800-4	990	2.3537
800-5	1001	2.3798
800-6	1001	2.3798
800-7	1001	2.3798
800-8	1036	2.4630
801-1	955	2.2705
801-2	990	2.3537
801-3	955	2.2705
801-4	955	2.2705
801-5	1001	2.3798
801-6	1036	2.4630
801-7	1001	2.3798
801-8	1001	2.3798
101-1	955	2.2705
101-2	990	2.3537
101-3	949	2.2562
101-4	955	2.2705
101-5	1001	2.3798
101-6	1036	2.4630
101-7	1036	2.4630
101-8	1001	2.3798

Unit Number	Unit Square Footage	Initial Percentage of Common Interest
200-1	817	1.9424
200-2	803	1.9091
200-3	813	1.9329
200-4	795	1.8901
200-5	781	1.8568
200-6	703	1.6713
200-7	703	1.6713
200-8	738	1.7546
300-1	797	1.8948
300-2	792	1.8829
300-3	797	1.8948
300-4	793	1.8853
300-5	779	1.8520
300-6	699	1.6618
300-7	703	1.6713
300-8	736	1.7498
<b>TOTALS</b>	<b>42062</b>	<b>100</b>

This percentage calculation was prepared by  
 Joel B. Latto, KY PLS #3466  
 Cassidy Assoc., Inc.  
 2100 Gardiner Ln., Suite 302  
 Louisville, KY 40205



*Joel B. Latto* 8-31-06

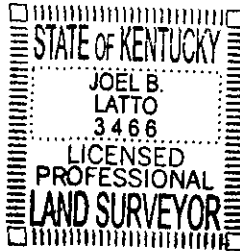
**FIRST AMENDMENT TO THE  
MASTER DEED  
FOR  
WISTERIA LANDING CONDOMINIUMS**

<b>PHASE</b>
<b>1 &amp; 2</b>

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101-6	1036	2.4630
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300-7	703	1.6713
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<b>TOTALS</b>	<b>42062</b>	<b>100</b>

This percentage calculation was prepared by  
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 Cassidy Assoc., Inc.  
 2100 Gardiner Ln., Suite 302  
 Louisville, KY 40205

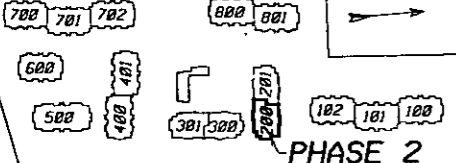


*Joel B. Latta* 8-31-06

**Recorded In Condo Book**

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 Deputy Clerk: TERHIG

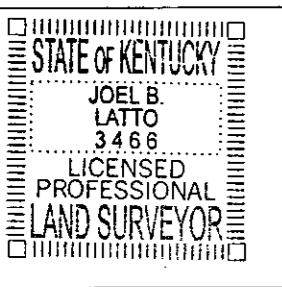


KEY MAP (N.T.S.)

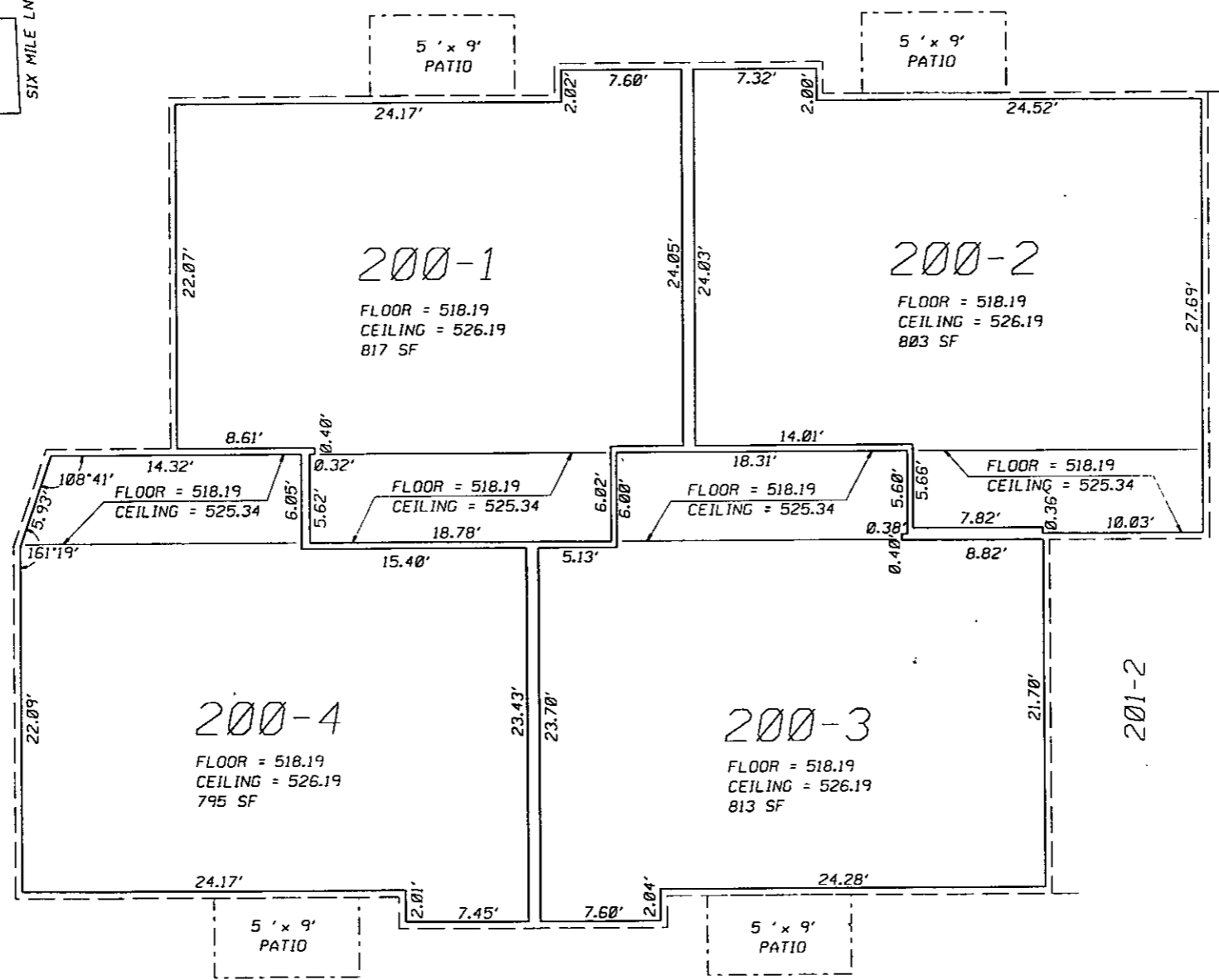
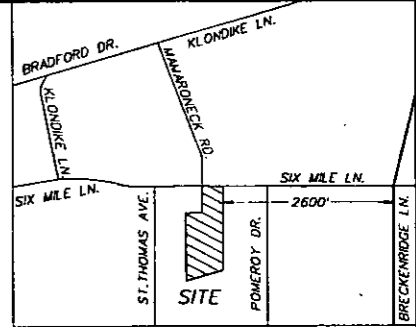
LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SDOESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,085 "/>

*Joel B. Latta* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE



080896PG0183



201-3

201-2

LEGEND

- CONDOMINIUM UNIT BOUNDARY LINE
- - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
- - - COMMON ELEMENT
- - - EXTERIOR WALL

WISTERIA LANDING CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

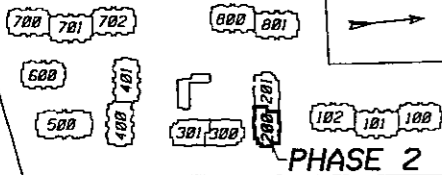
2044CONDO.DGN JBL 08-31-06

- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



SCALE: 1" = 10'

PHASE 2, 200 BLDG.  
 1st. FLOOR PLAN



KEY MAP (N.T.S.)

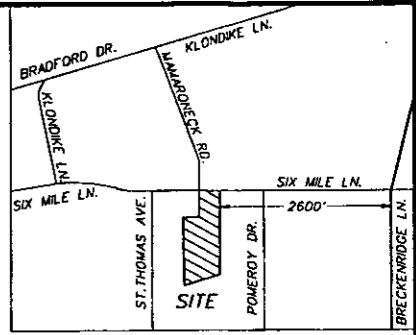
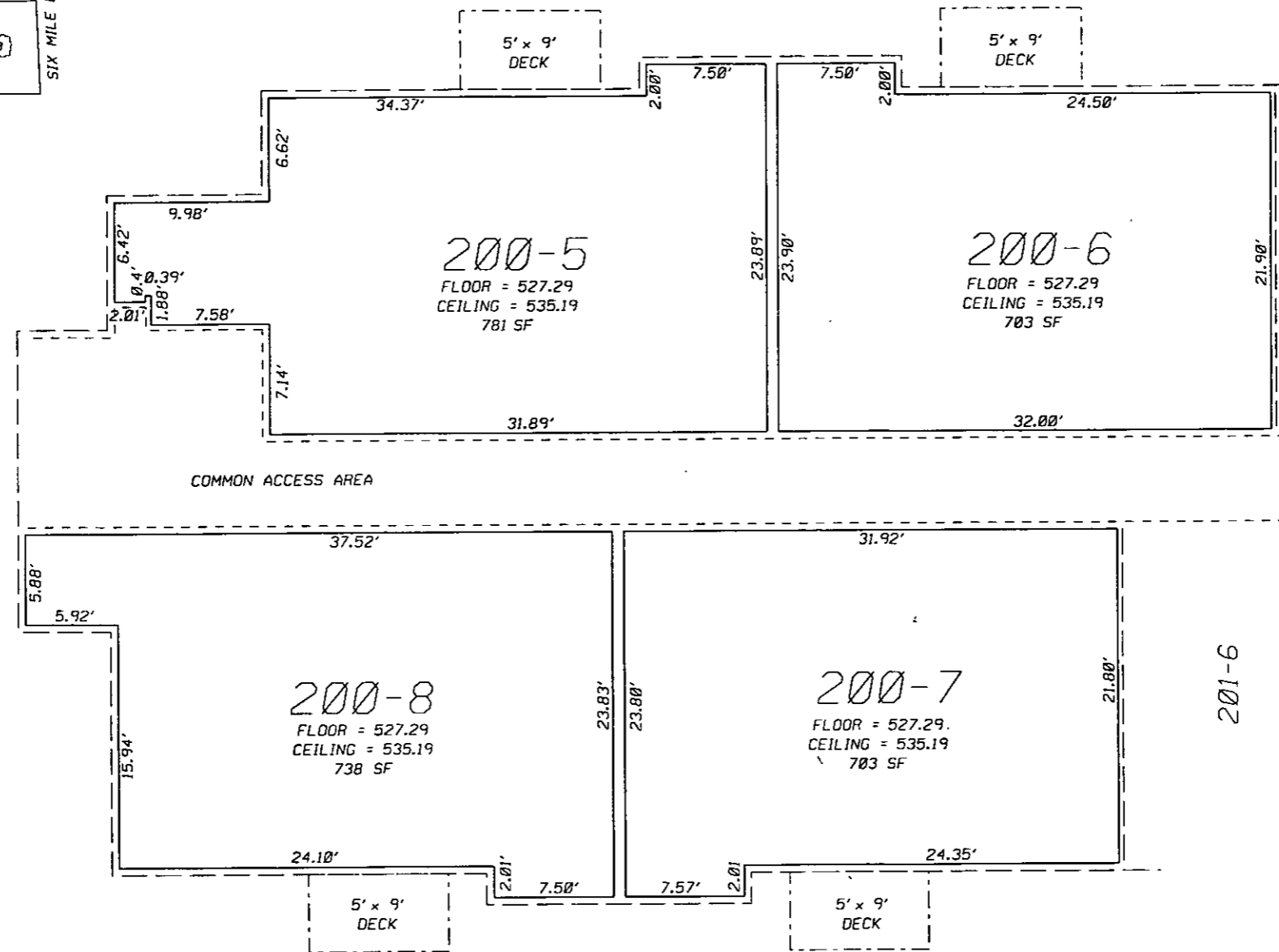
LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THIS CONDOMINIUM  
 PLAN WAS MADE UNDER MY DIRECT SUPERVISION.  
 THE BOUNDARIES SHOWN HEREON ARE FROM  
 A CLASS A URBAN SURVEY MADE BY ME, DATED  
 AUG. 05, 2005. SAID SURVEY WAS MADE BY THE  
 METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS.  
 THE PRECISION RATIO OF SAID TRAVERSE WAS  
 1/123,085 "/>

*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE

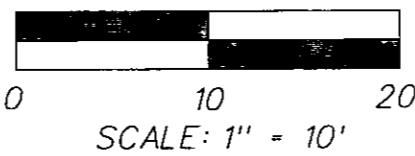


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- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
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  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - - - COMMON ELEMENT
  - EXTERIOR WALL



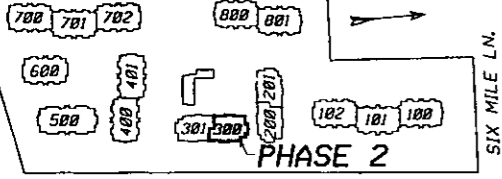
PHASE 2, 200 BLDG.  
 2nd. FLOOR PLAN

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

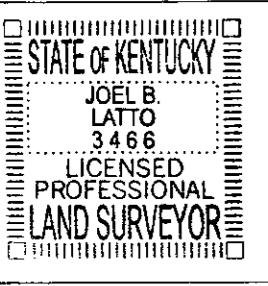
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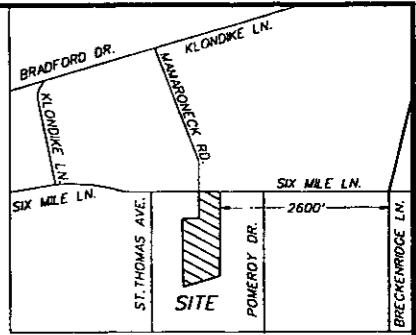
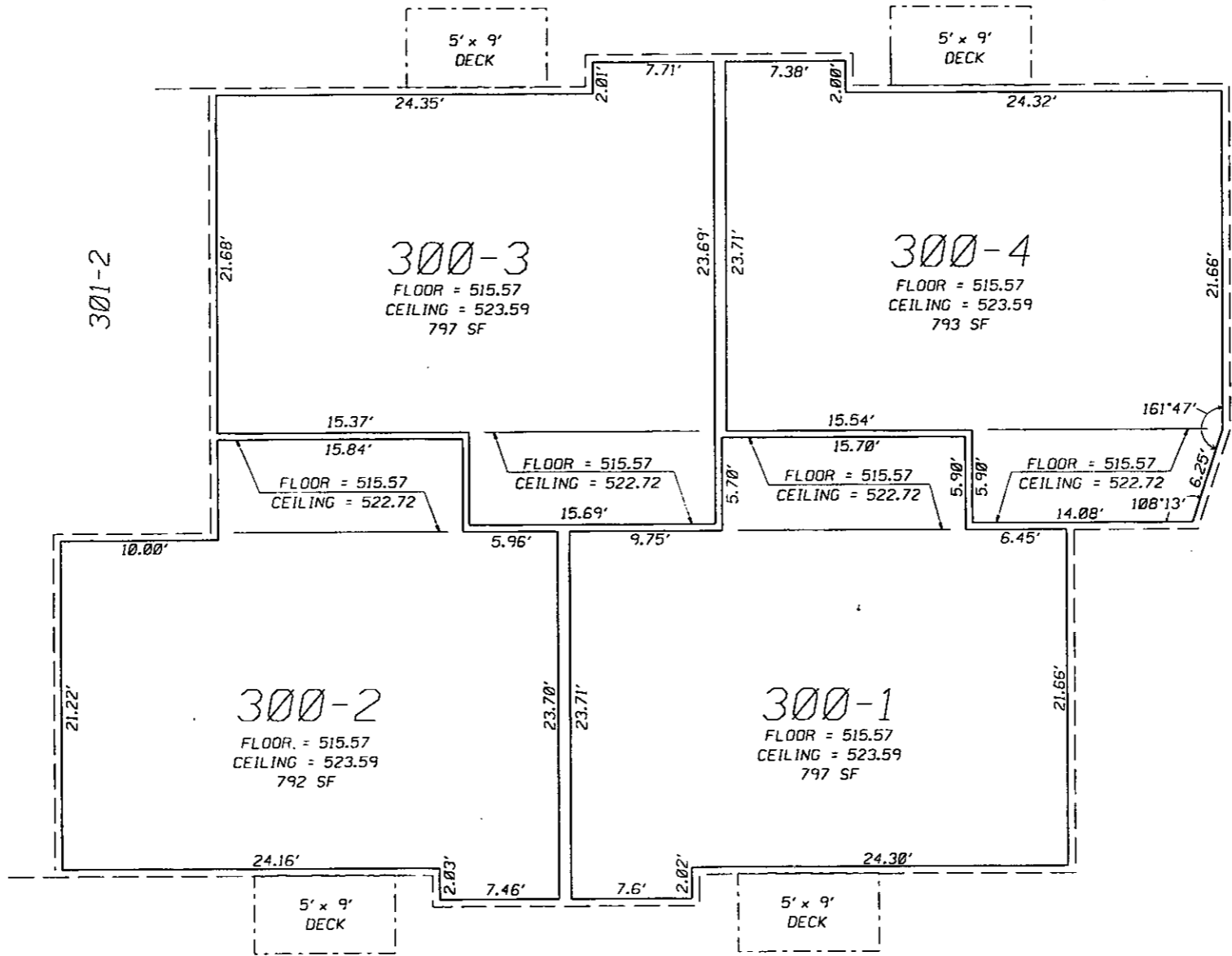
KEY MAP (N.T.S.)

LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,085 1/2 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE

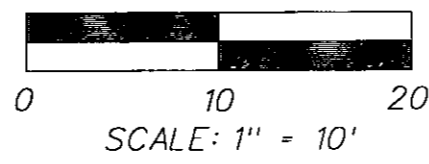


0808896PG0185



- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - - - - COMMON ELEMENT
  - - - EXTERIOR WALL

- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 2, 300 BLDG.  
 1st. FLOOR PLAN

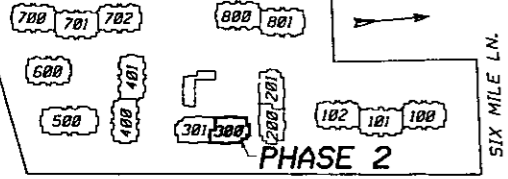
WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 08-31-06

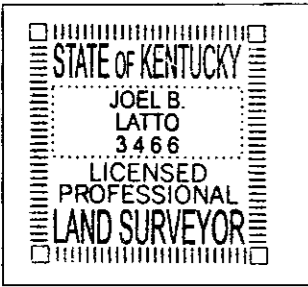


KEY MAP (N.T.S.)

LAND SURVEYORS CERTIFICATE

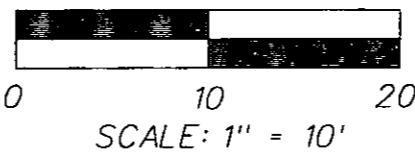
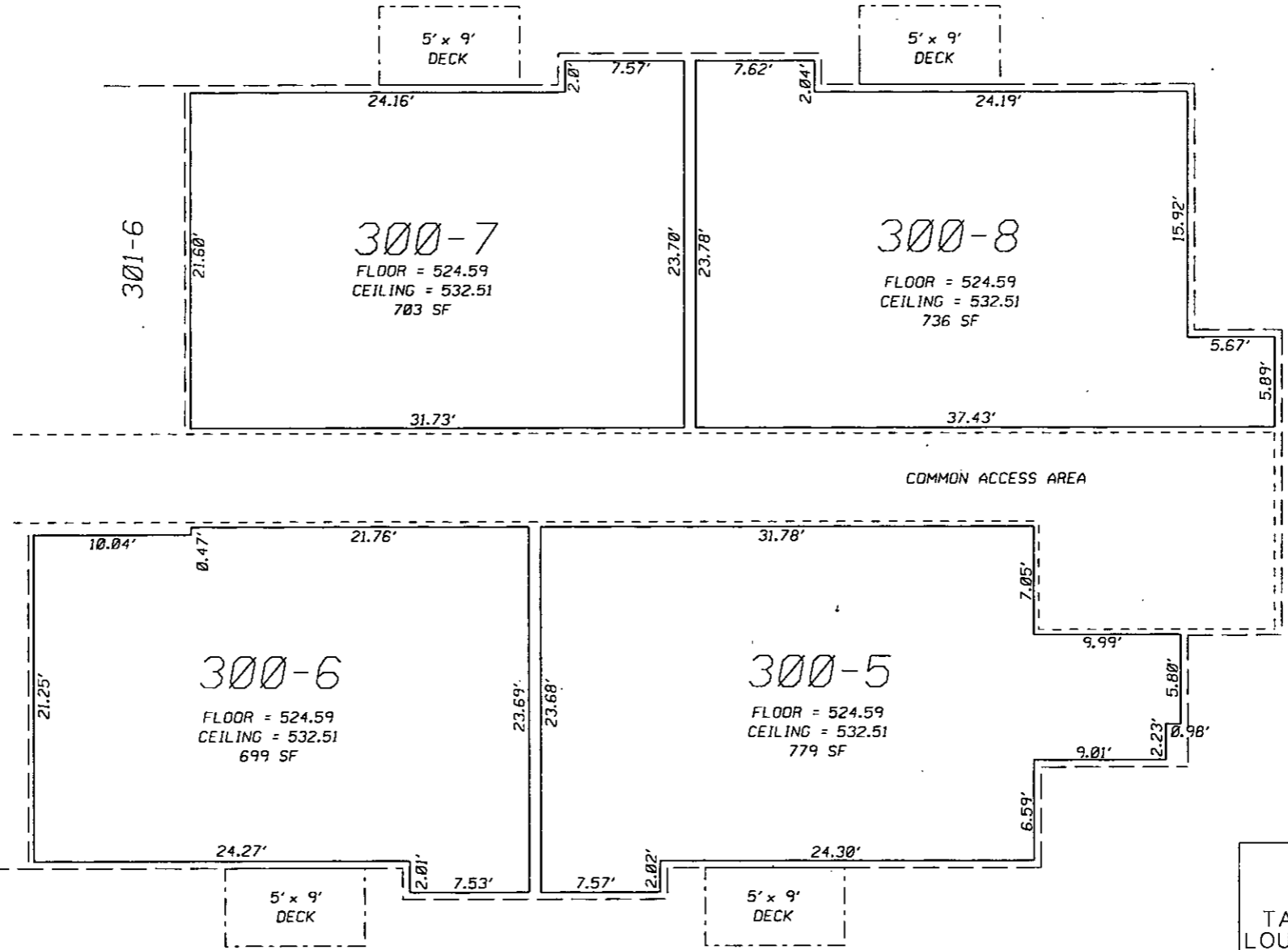
I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,085 1/2 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE

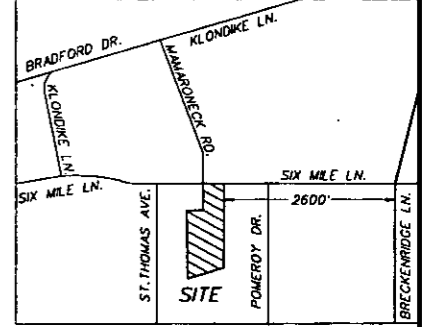


08 08896 PG 0186

- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 2, 300 BLDG.  
 2nd. FLOOR PLAN



- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - - - COMMON ELEMENT
  - - - EXTERIOR WALL

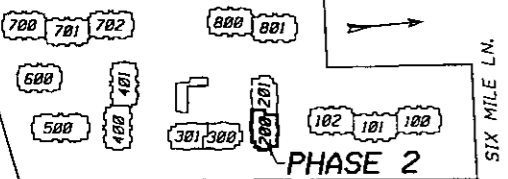
WISTERIA LANDING CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

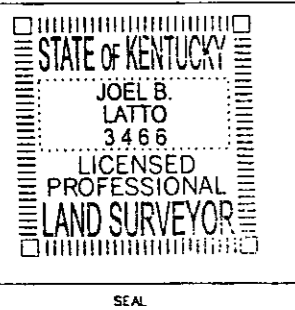
2044CONDO.DGN JBL 08-31-06



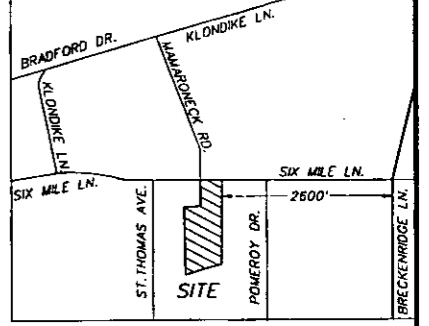
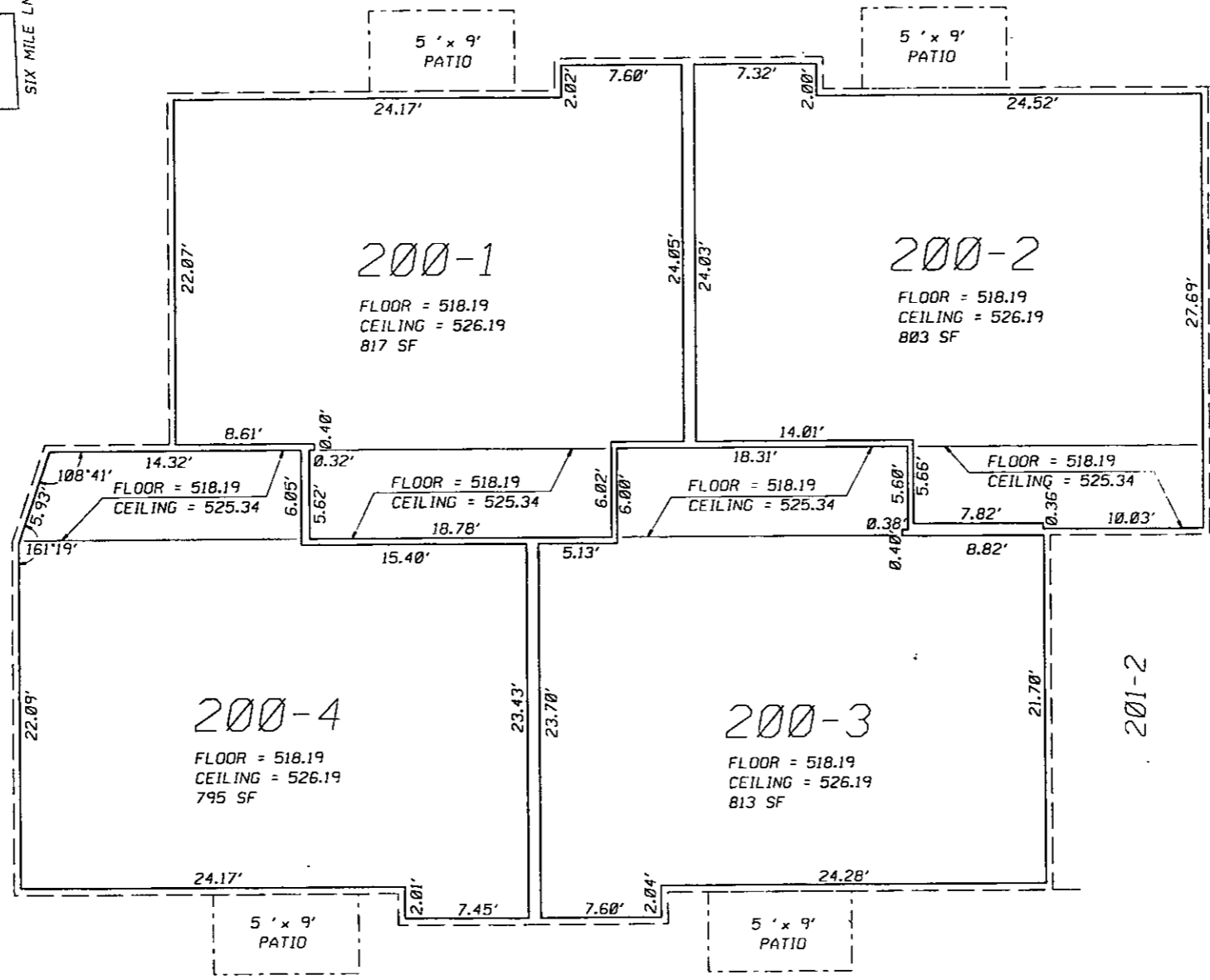
KEY MAP (N.T.S.)

LAND SURVEYORS CERTIFICATE  
 I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,085 (1" AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE



DB 08896PG 187



- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - - - COMMON ELEMENT
  - EXTERIOR WALL

WISTERIA LANDING CONDOMINIUMS

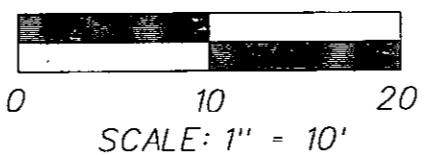
OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

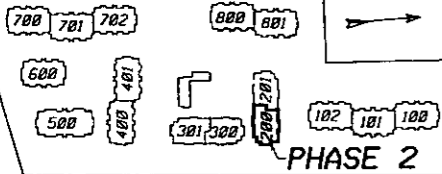
PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 08-31-06

- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 2, 200 BLDG.  
 1st. FLOOR PLAN

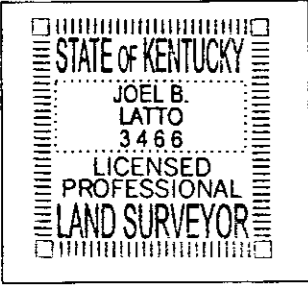


KEY MAP (N.T.S.)

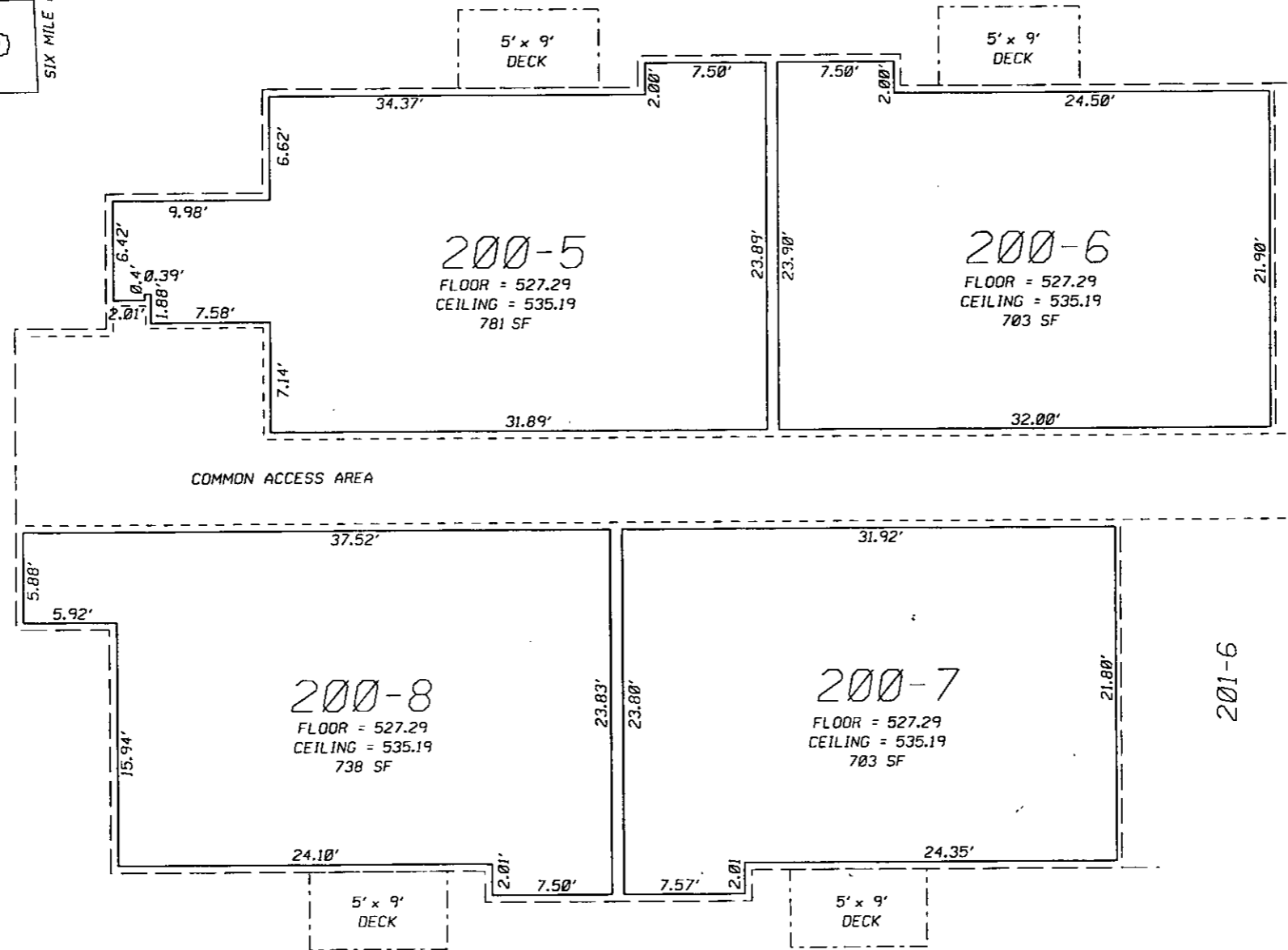
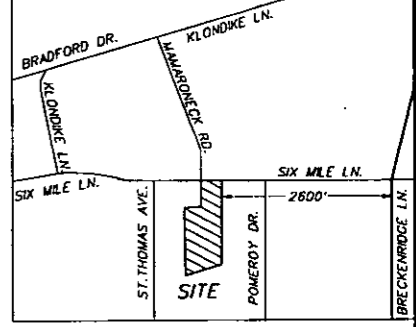
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*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE



080896PG0188

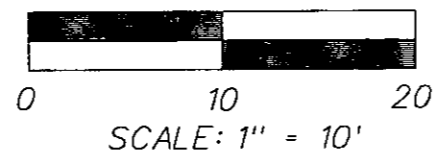


201-7

201-6

- LEGEND
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  - - - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - - - COMMON ELEMENT
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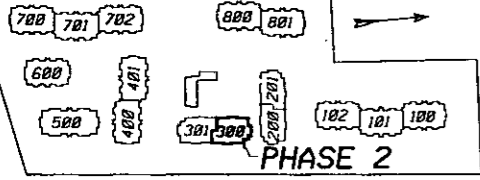
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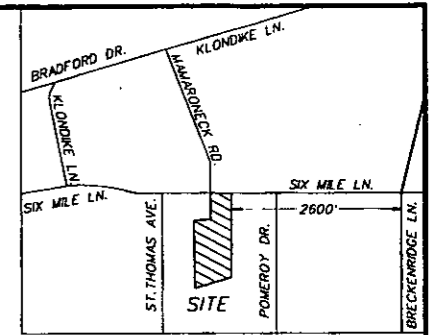
PHASE 2, 200 BLDG.  
 2nd. FLOOR PLAN

WISTERIA LANDING CONDOMINIUMS

OWNER WISTERIA LANDING, INC. D.B. 8862, PG. 588 TAX BLOCK 091L, LOT 0009 LOUISVILLE, JEFFERSON CO., KY
PREPARED BY CASSIDY ASSOCIATES, INC. 2100 GARDINER LANE, SUITE 302 LOUISVILLE, KY 40205 502-451-1855
PROPERTY LOCATED AT 6430 SIX MILE LANE LOUISVILLE, KY 40218
2044CONDO.DGN JBL 08-31-06

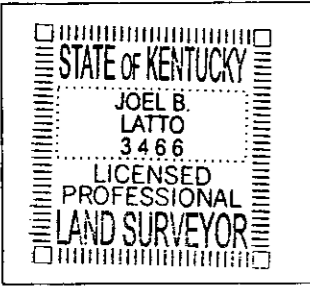


KEY MAP (N.T.S.)

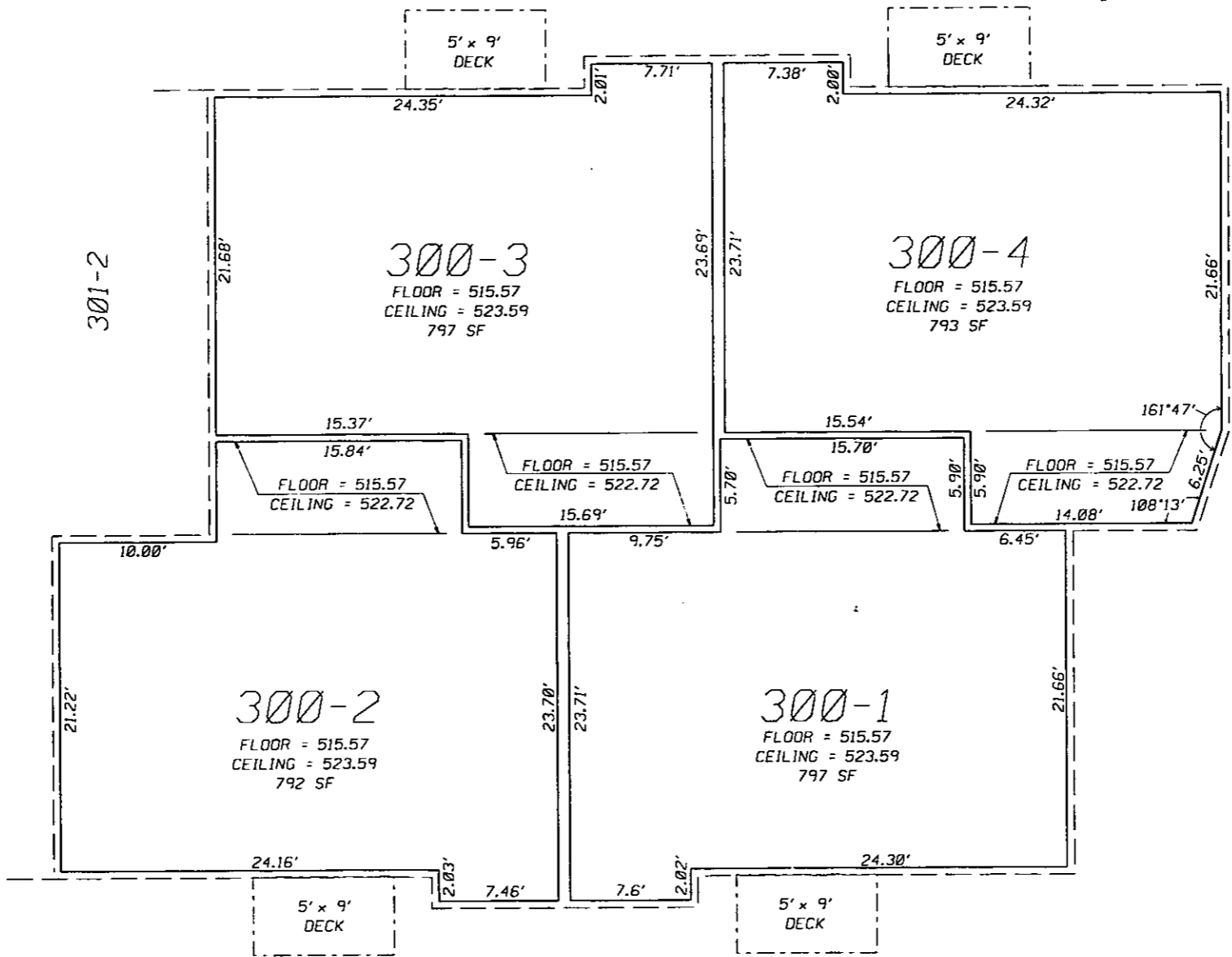


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*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE

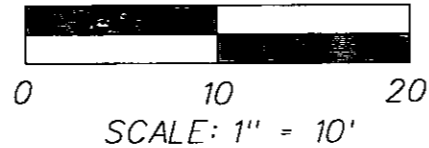


080896PG0189



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PHASE 2, 300 BLDG.  
 1st. FLOOR PLAN

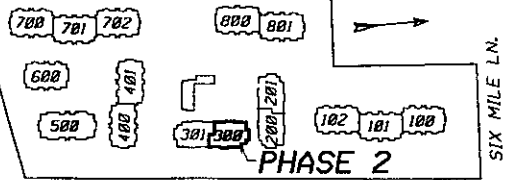
WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
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 TAX BLOCK 091L, LOT 0009  
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PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
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 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 08-31-06

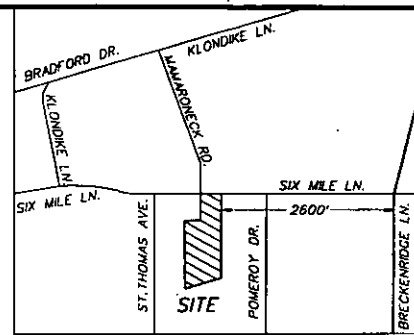
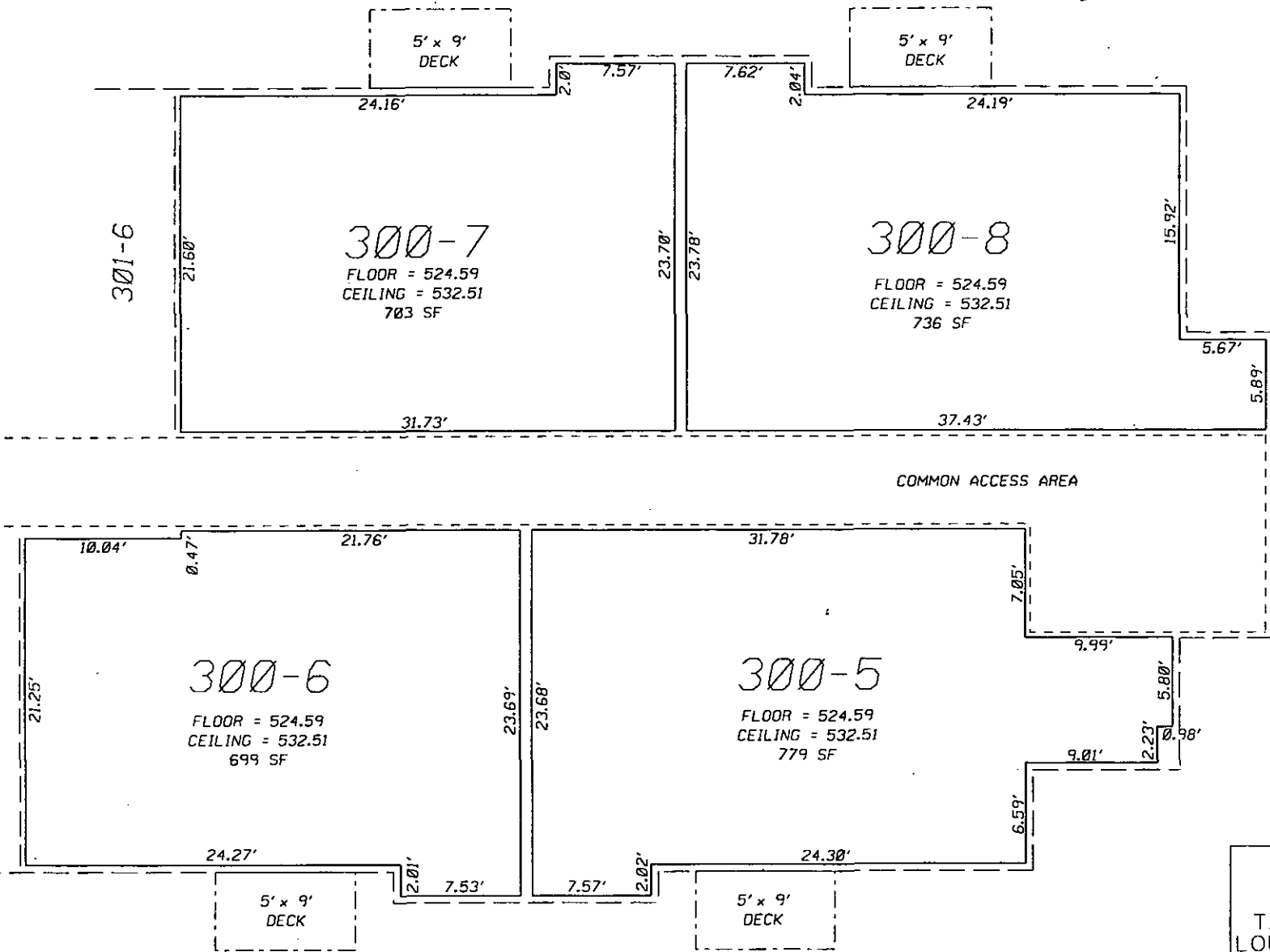
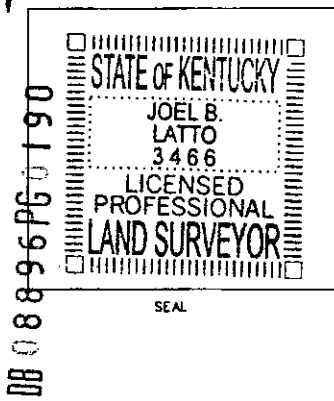


KEY MAP (N.T.S.)

LAND SURVEYORS CERTIFICATE

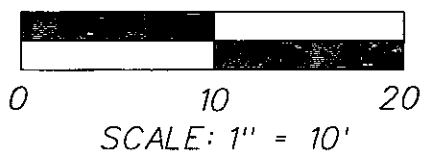
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*Joel B. Latto* 8-31-06  
 JOEL B. LATTO, KY PLS #3466 DATE



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PHASE 2, 300 BLDG.  
 2nd. FLOOR PLAN

WISTERIA LANDING CONDOMINIUMS

OWNER WISTERIA LANDING, INC. D.B. 8862, PG. 588 TAX BLOCK 091L, LOT 0009 LOUISVILLE, JEFFERSON CO., KY
PREPARED BY CASSIDY ASSOCIATES, INC. 2100 GARDINER LANE, SUITE 302 LOUISVILLE, KY 40205 502-451-1855
PROPERTY LOCATED AT 6430 SIX MILE LANE LOUISVILLE, KY 40218
2044CONDO.DGN JBL 08-31-06

END OF DOCUMENT

**SECOND AMENDMENT AND SECOND AMENDED DECLARATION  
FOR THE EXPANDABLE CONDOMINIUM PROJECT KNOWN AS  
WISTERIA LANDING CONDOMINIUMS UNITS**

This Declaration, made and entered in by Wisteria Landing, Inc. (a Kentucky Corporation), hereinafter sometimes referred to as "Wisteria Landing."

WITNESSETH:

WHEREAS, by a Condominium Declaration dated July 24, 2006, and recorded in Deed Book 8872, Page 939, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, Wisteria Landing, Inc. subjected and submitted certain real estate to the Kentucky Condominium Property Act; and as amended by a First Amendment recorded in the office of the aforesaid Clerk in Deed Book 8896, Page 174; and

WHEREAS, under the Declaration, § 2A, right is specifically reserved unto the Developer to create, add and subject other buildings to the property and thereby to add additional or new units to said Condominium; and

WHEREAS, Wisteria Landing, Inc., is the owner of and wishes to add to said Condominium area the following described real estate:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
100	100-1; 100-2; 100-3; 100-4; 100-5; 100-6; 100-7; 100-8
500	500-1; 500-2; 500-3; 500-4; 500-5; 500-6; 500-7; 500-8

BEING a portion of the property described as follows:

BEGINNING at the northeast corner of the herein described parcel, which corner is 30 feet north of the south right-of-way line of Six Mile Lane (70 feet wide), and South 87 degrees 33 minutes East 223.22 feet from the intersection of the center-line of the right-of-way of Mamaroneck Road and the north side of the paved portion of Six Mile Lane, and which corner is marked by a stake in the original

north line of the Ella B. Crawford tract of land near the north side of the paved portion of Six Mile Lane, said stake being North 87 degrees 38 minutes West 1369.45 feet from a stone at the original northeast corner of said Crawford tract, said stake also being at the northwest corner of the tract of land conveyed to Midland Park Baptist Church, Inc. by deed dated August 2, 1963, recorded in Deed Book 3839 at Page 194 in the Office of the County Court Clerk of Jefferson County, Kentucky; thence (1) along a line parallel to and 30 feet north of the south right-of-way line of Six Mile Lane which is also the north line of the paved portion of Six Mile Lane and the original north line of the said Ella B. Crawford tract, North 87 degrees 38 minutes West 238.37 feet to a point 15.15 feet from the centerline of Mamaroneck Road; thence (2) South 3 degrees 48 minutes West 300 feet to a point; thence (3) North 87 degrees 38 minutes West 183 feet to a point on the east line of a tract of land conveyed to R. J. Reis by deed dated October 14, 1936, and recorded in Deed Book 1616 at Page 303, in the office aforesaid; thence (4) along the east line of said last mentioned tract, South 3 degrees 48 minutes West 745.71 feet to a point on the north line a certain Southern Railroad right-of-way (50 feet wide); which point is the southwest corner of the herein described parcel; thence (5) along said line of said right-of-way, North 78 degrees 19 minutes East 417.92 feet to a point which is both the southeast corner of the herein described parcel and the southwest corner of the tract of land conveyed to Midlane Park Baptist Church, Inc., as aforesaid; thence (6) along the west line of said last mentioned tract, North 4 degrees 53 minutes East 944.67 feet to the point of beginning.

BEING the same property conveyed to Wisteria Landing, Inc., by Deed dated July 5, 2006, and recorded in Deed Book 8862, Page 588, in the office of the Clerk of Jefferson County, Kentucky.

WHEREAS, the additional property is now improved with two (2) buildings containing a combined total of sixteen (16) additional units.

NOW, THEREFORE, Wisteria Landing, Inc., for the purposes hereinabove set forth pursuant to the provisions set forth in the Master Deed for Wisteria Landing, recorded as above, and in accordance with and by means of the powers therein reserved and conferring on it hereby amends the declaration by:

(1) Further declaring that the additional property is hereby subjected to the provisions of the Act as an integral part of the condominium created by the declaration and that said additional property is to be in all respects governed by the terms and provisions of this Declaration.

(2) Amending the legal description of the Units which is set forth in the Declaration by adding the following new units:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
100	100-1; 100-2; 100-3; 100-4; 100-5; 100-6; 100-7; 100-8
500	500-1; 500-2; 500-3; 500-4; 500-5; 500-6; 500-7; 500-8

All of Buildings 100 and 500 and the Units referred to immediately above are delineated on the survey of the additional property by Joel B. Latto, Registered Surveyor dated January 4, 2007, and recorded contemporaneously with this Second Amended Expandable declaration.

3. Amending the schedule of the percentage of ownership interest in the common elements appurtenant to each unit, set forth in the Master Deed and to reallocate said percentage interest and to read as follows:

See attached list.

The above schedule percentages in the common elements are calculated on the basis set forth in the Master Deed and this reallocation is accomplished as follows:

(a) Wisteria Landing, Inc., to the extent necessary, hereby exercises all rights conferred upon it by the Declaration in all powers of attorney granted to it by all units owners of the existing units and thereby divests them of that portion of their unit's share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each new unit shown in the aforesaid schedule.

(b) Wisteria Landing, Inc., to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants, conveys, and sets over to each owner of each existing unit that share in the new common elements which is necessary to

attain for each existing unit the share in the aggregated common elements shown in the aforesaid schedule.

(c) Any other means supportable in law or equity on the basis of the declaration, the deeds issued to each purchaser and this amended Declaration.

The meaning of the terms, "existing units," "common elements," "new units," "powers of attorney," "granted and reserved unto the developer," are as defined in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for Wisteria Landing condominium units shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signatures of the duly authorized officers of the parties hereto, this 9<sup>th</sup> day of January, 2007.

WISTERIA LANDING, INC.

BY: *Philip L. Grauman*  
Philip L. Grauman, President

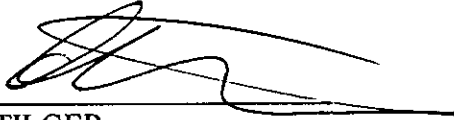
STATE OF KENTUCKY    )  
  ) SS.:  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2007, by Philip L. Grauman, as President of Wisteria Landing, Inc., a Kentucky corporation, on behalf of the corporation.

My Commission expires: 9-24-2007

*Branda J. Eto*  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

THIS DOCUMENT PREPARED BY:



---

DENNIS J. STILGER  
Attorney at Law  
6000 Brownsboro Park Boulevard  
Suite H  
Louisville, KY 40207  
(502) 893-8557

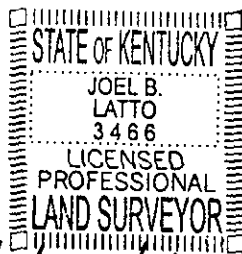
**SECOND AMENDMENT TO THE  
MASTER DEED  
FOR  
WISTERIA LANDING CONDOMINIUMS**

<b>PHASE</b>
<b>1, 2, &amp; 3</b>

Unit Number	Unit Square Footage	Initial Percentage of Common Interest
201-1	793	1.3035
201-2	793	1.3035
201-3	797	1.3101
201-4	798	1.3117
201-5	789	1.2969
201-6	699	1.1490
201-7	703	1.1556
201-8	736	1.2098
800-1	949	1.5599
800-2	955	1.5698
800-3	955	1.5698
800-4	990	1.6273
800-5	1001	1.6454
800-6	1001	1.6454
800-7	1001	1.6454
800-8	1036	1.7029
801-1	955	1.5698
801-2	990	1.6273
801-3	955	1.5698
801-4	955	1.5698
801-5	1001	1.6454
801-6	1036	1.7029
801-7	1001	1.6454
801-8	1001	1.6454
101-1	955	1.5698
101-2	990	1.6273
101-3	949	1.5599
101-4	955	1.5698
101-5	1001	1.6454
101-6	1036	1.7029
101-7	1036	1.7029
101-8	1001	1.6454

Unit Number	Unit Square Footage	Initial Percentage of Common Interest
200-1	817	1.3429
200-2	803	1.3199
200-3	813	1.3364
200-4	795	1.3068
200-5	781	1.2838
200-6	703	1.1556
200-7	703	1.1556
200-8	738	1.2131
300-1	797	1.3101
300-2	792	1.3018
300-3	797	1.3101
300-4	793	1.3035
300-5	779	1.2805
300-6	699	1.1490
300-7	703	1.1556
300-8	736	1.2098
500-1	1334.6	2.1937
500-2	1335.6	2.1954
500-3	1310.8	2.1546
500-4	1335.6	2.1954
500-5	1386.4	2.2789
500-6	1385.9	2.2781
500-7	1385.1	2.2768
500-8	1385.6	2.2776
100-1	997	1.6388
100-2	955	1.5698
100-3	955	1.5698
100-4	955	1.5698
100-5	1039.5	1.7087
100-6	1004.7	1.6515
100-7	1004.2	1.6506
100-8	1004.7	1.6515
<b>TOTALS</b>	<b>60836.7</b>	<b>100</b>

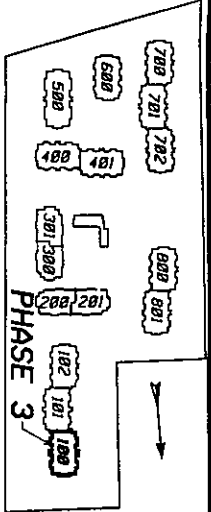
This percentage calculation was prepared by  
 Joel B. Latto, KY PLS #3466  
 Cassidy Assoc., Inc.  
 2100 Gardiner Ln., Suite 302  
 Louisville, KY 40205



Document No.: DN2007005431  
 Lodged By: STILGER  
 Recorded On: 01/10/2007 02:10:40  
 Total Fees: 37.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
 Deputy Clerk: CARHAR

*Joel B. Latto 1-4-07*  
**Recorded in Condo Book**  
 2 OF 2 No. 118 Page 34  
 Part No. 2365

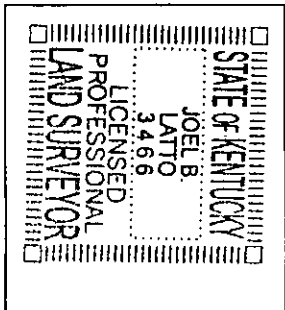
KEY MAP (N.T.S.)



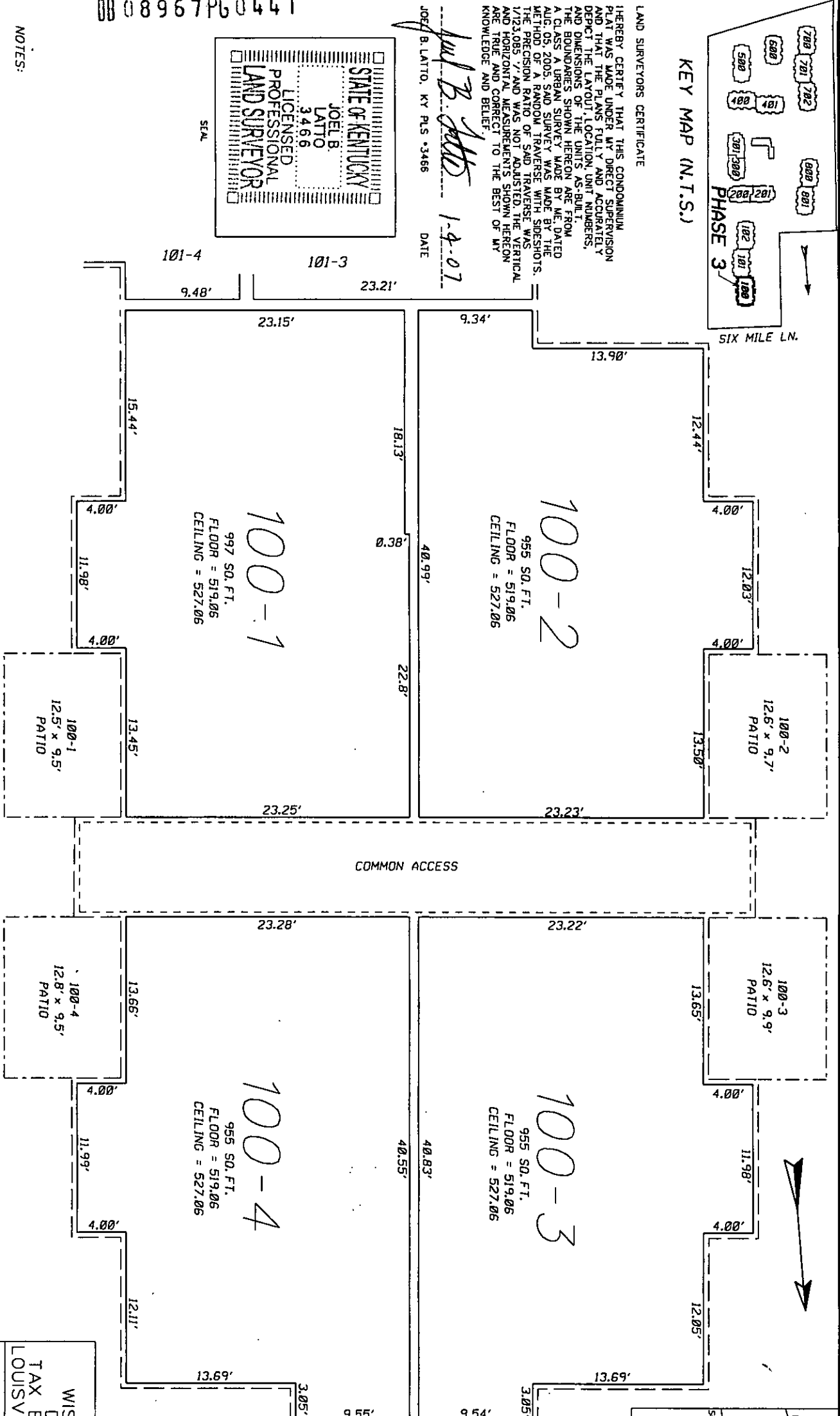
LAND SURVEYORS CERTIFICATE

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JOEL B. LATTO, KY PLS #3466 DATE 1-4-07



08967PG041

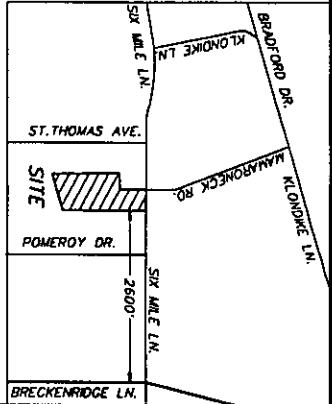


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SCALE: 1" = 10'

PHASE 3, 100 BLDG.  
1st. FLOOR PLAN



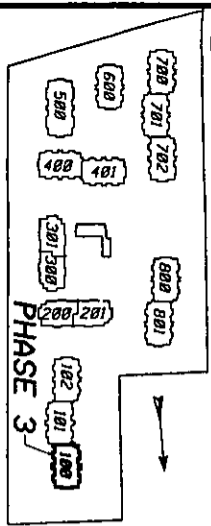
WISTERIA LANDING  
CONDOMINIUMS

OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 01-04-07

KEY MAP (N.T.S.)



LAND SURVEYORS CERTIFICATE

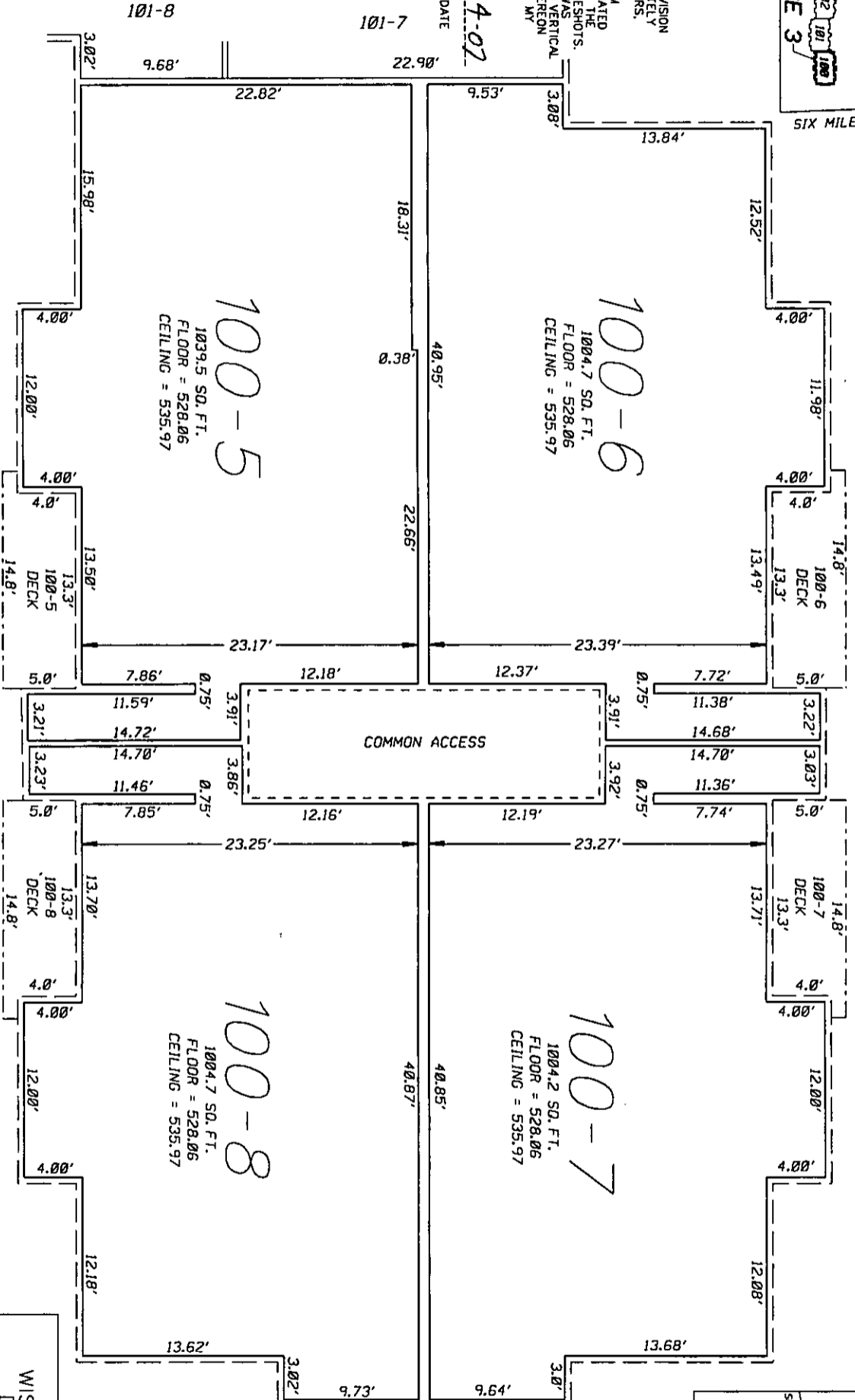
HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME FROM AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIGHTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/25,085.7' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS #3468

DATE

1-4-07

STATE OF KENTUCKY  
 JOEL B. LATTO  
 3468  
 LICENSED PROFESSIONAL LAND SURVEYOR  
 SEAL



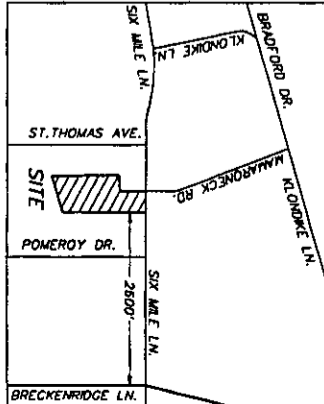
NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



SCALE: 1" = 10'

PHASE 3, 100 BLDG.  
 2nd. FLOOR PLAN



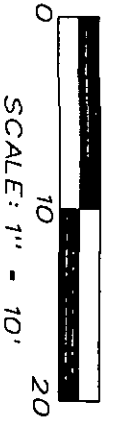
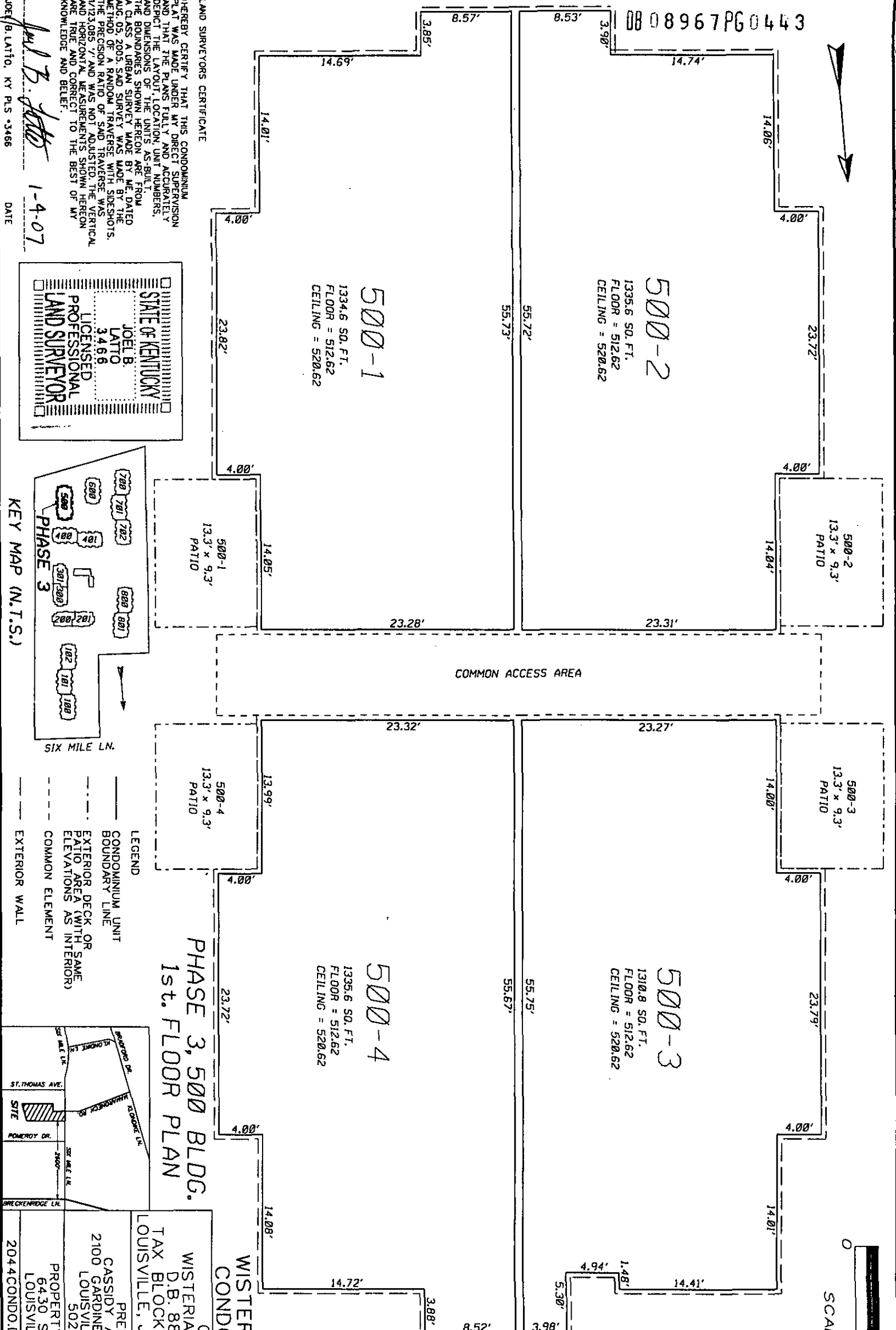
OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218

2044CONDO.DGN JBL 01-04-07

0808967PG0443



NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.

PHASE 3, 500 BLDG.  
1st. FLOOR PLAN

WISTERIA LANDING  
CONDOMINIUMS

OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

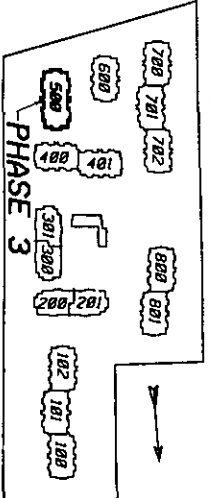
PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 01-04-07

STATE OF KENTUCKY  
JOEL B. LATTO  
3466  
LICENSED PROFESSIONAL  
LAND SURVEYOR

LAND SURVEYORS CERTIFICATE  
HEREBY CERTIFY THAT THIS CONDOMINIUM  
PLAN WAS MADE UNDER MY DIRECT SUPERVISION  
AND THAT THE PLANS FULLY AND ACCURATELY  
DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS,  
AND DIMENSIONS OF THE UNITS AS-BUILT.  
THE BOUNDARIES SHOWN HEREON ARE FROM  
A CLASS A URBAN SURVEY MADE BY ME FROM  
AUG. 05, 2005. SAID SURVEY WAS MADE BY THE  
METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS.  
THE PRECISION RATIO OF SAID TRAVERSE WAS  
1/23,085 "/> AND WAS NOT ADJUSTED. THE VERTICAL  
AND HORIZONTAL MEASUREMENTS SHOWN HEREON  
ARE TRUE AND CORRECT TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.

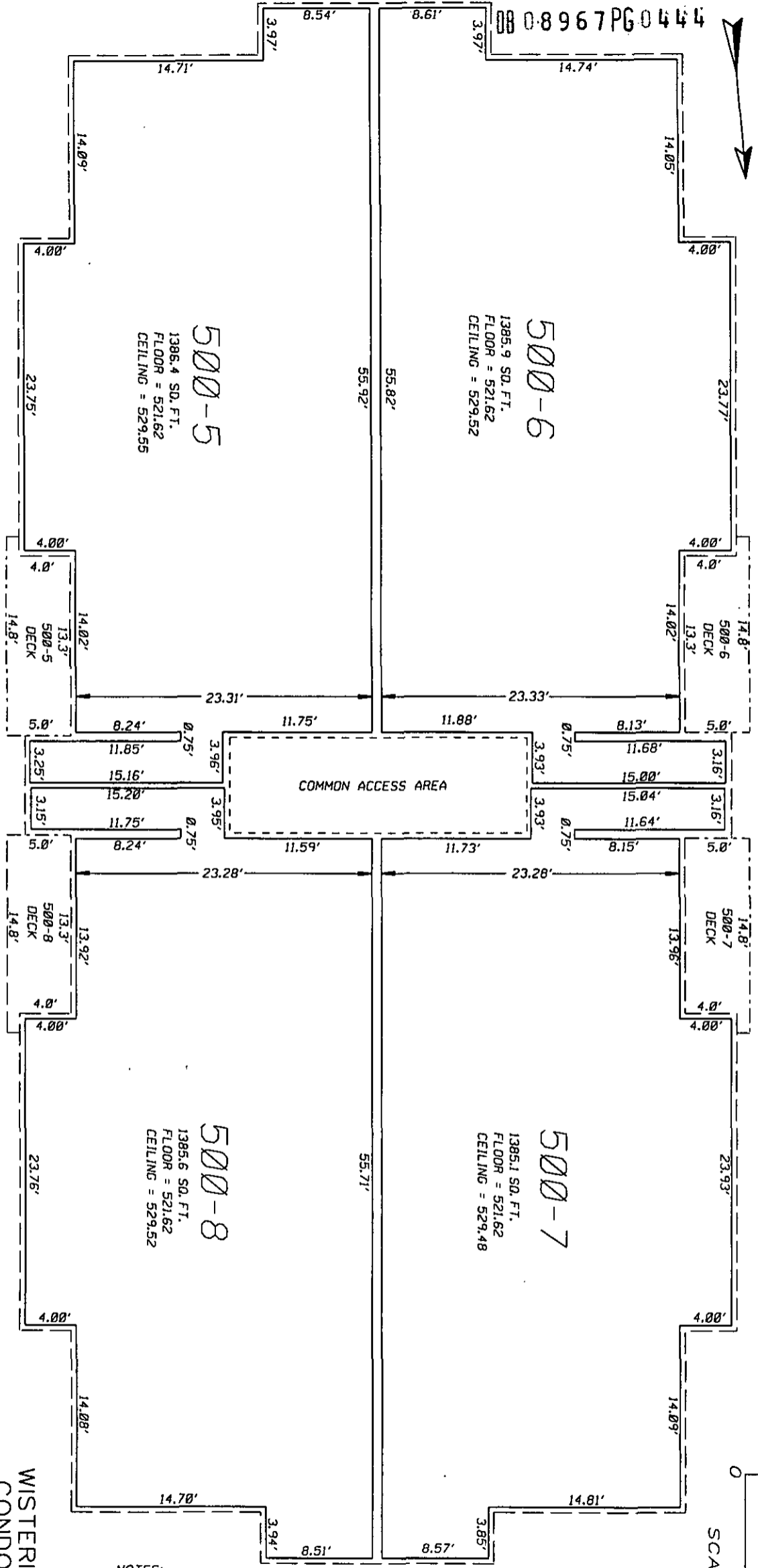
JOEL B. LATTO  
1-4-07  
DATE

KEY MAP (N.T.S.)



SIX MILE LN.  
LEGEND  
--- CONDOMINIUM UNIT BOUNDARY LINE  
--- EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)  
--- COMMON ELEMENT  
--- EXTERIOR WALL

08 0-8967PG0444



**500-5**  
1386.4 SQ. FT.  
FLOOR = 521.62  
CEILING = 529.55

**500-6**  
1385.9 SQ. FT.  
FLOOR = 521.62  
CEILING = 529.52

**500-8**  
1385.6 SQ. FT.  
FLOOR = 521.62  
CEILING = 529.48

**500-7**  
1385.1 SQ. FT.  
FLOOR = 521.62  
CEILING = 529.48



**NOTES:**

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.

**WISTERIA LANDING  
CONDOMINIUMS**

**OWNER**  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

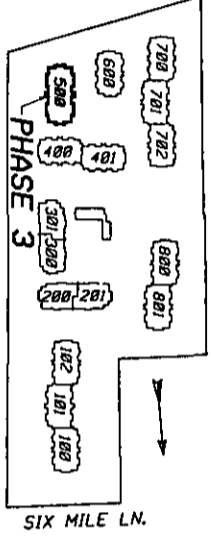
**PREPARED BY**  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

**PROPERTY LOCATED AT**  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 01-04-07

**PHASE 3, 500 BLDG.  
2nd. FLOOR PLAN**

- LEGEND**
- CONDOMINIUM UNIT
  - BOUNDARY LINE
  - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - COMMON ELEMENT
  - EXTERIOR WALL

**KEY MAP (N.T.S.)**



SIX MILE LN.

**STATE OF KENTUCKY**  
JOEL B. LATTO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005, SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,089 ' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS #3466

DATE 1-4-07

25

**THIRD AMENDMENT AND THIRD AMENDED DECLARATION  
FOR THE EXPANDABLE CONDOMINIUM PROJECT KNOWN AS  
WISTERIA LANDING CONDOMINIUMS UNITS**

This Declaration, made and entered in by Wisteria Landing, Inc. (a Kentucky Corporation), hereinafter sometimes referred to as "Wisteria Landing."

WITNESSETH:

WHEREAS, by a Condominium Declaration dated July 24, 2006, and recorded in Deed Book 8872, Page 939, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, Wisteria Landing, Inc. subjected and submitted certain real estate to the Kentucky Condominium Property Act; and as amended by a First Amendment recorded in the office of the aforesaid Clerk in Deed Book 8896, Page 174; and as amended by a Second Amendment recorded in the office of the aforesaid Clerk in Deed Book 8967, Page 434; and

WHEREAS, under the Declaration, § 2A, right is specifically reserved unto the Developer to create, add and subject other buildings to the property and thereby to add additional or new units to said Condominium; and

WHEREAS, Wisteria Landing, Inc., is the owner of and wishes to add to said Condominium area the following described real estate:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
301	301-1; 301-2; 301-3; 301-4; 301-5; 301-6; 301-7; 301-8
102	102-1; 102-2; 102-3; 102-4; 102-5; 102-6; 102-7; 102-8
400	400-1; 400-2; 400-3; 400-4; 400-5; 400-6; 400-7; 400-8
401	401-1; 401-2; 401-3; 401-4; 401-5; 401-6; 401-7; 401-8
600	600-1; 600-2; 600-3; 600-4; 600-5; 600-6; 600-7; 600-8

700	700-1; 700-2; 700-3; 700-4; 700-5; 700-6; 700-7; 700-8
701	701-1; 701-2; 701-3; 701-4; 701-5; 701-6; 701-7; 701-8
702	702-1; 702-2; 702-3; 702-4; 702-5; 702-6; 702-7; 702-8

BEING a portion of the property described as follows:

BEGINNING at the northeast corner of the herein described parcel, which corner is 30 feet north of the south right-of-way line of Six Mile Lane (70 feet wide), and South 87 degrees 33 minutes East 223.22 feet from the intersection of the centerline of the right-of-way of Mamaroneck Road and the north side of the paved portion of Six Mile Lane, and which corner is marked by a stake in the original north line of the Ella B. Crawford tract of land near the north side of the paved portion of Six Mile Lane, said stake being North 87 degrees 38 minutes West 1369.45 feet from a stone at the original northeast corner of said Crawford tract, said stake also being at the northwest corner of the tract of land conveyed to Midland Park Baptist Church, Inc. by deed dated August 2, 1963, recorded in Deed Book 3839 at Page 194 in the Office of the County Court Clerk of Jefferson County, Kentucky; thence (1) along a line parallel to and 30 feet north of the south right-of-way line of Six Mile Lane which is also the north line of the paved portion of Six Mile Lane and the original north line of the said Ella B. Crawford tract, North 87 degrees 38 minutes West 238.37 feet to a point 15.15 feet from the centerline of Mamaroneck Road; thence (2) South 3 degrees 48 minutes West 300 feet to a point; thence (3) North 87 degrees 38 minutes West 183 feet to a point on the east line of a tract of land conveyed to R. J. Reis by deed dated October 14, 1936, and recorded in Deed Book 1616 at Page 303, in the office aforesaid; thence (4) along the east line of said last mentioned tract, South 3 degrees 48 minutes West 745.71 feet to a point on the north line a certain Southern Railroad right-of-way (50 feet wide); which point is the southwest corner of the herein described parcel; thence (5) along said line of said right-of-way, North 78 degrees 19 minutes East 417.92 feet to a point which is both the southeast corner of the herein described parcel and the southwest corner of the tract of land conveyed to Midlane Park Baptist Church, Inc., as aforesaid; thence (6) along the west line of said last mentioned tract, North 4 degrees 53 minutes East 944.67 feet to the point of beginning.

BEING the same property conveyed to Wisteria Landing, Inc., by Deed dated July 5, 2006, and recorded in Deed Book 8862, Page 588, in the office of the Clerk of Jefferson County, Kentucky.

WHEREAS, the additional property is now improved with eight (8) buildings containing a combined total of sixty-four (64) additional units.

NOW, THEREFORE, Wisteria Landing, Inc., for the purposes hereinabove set forth pursuant to the provisions set forth in the Master Deed for Wisteria Landing, recorded as above, and in accordance with and by means of the powers therein reserved and conferring on it hereby amends the declaration by:

(1) Further declaring that the additional property is hereby subjected to the provisions of the Act as an integral part of the condominium created by the declaration and that said additional property is to be in all respects governed by the terms and provisions of this Declaration.

(2) Amending the legal description of the Units which is set forth in the Declaration by adding the following new units:

<u>BUILDING NUMBER</u>	<u>UNIT NUMBERS</u>
301	301-1; 301-2; 301-3; 301-4; 301-5; 301-6; 301-7; 301-8
102	102-1; 102-2; 102-3; 102-4; 102-5; 102-6; 102-7; 102-8
400	400-1; 400-2; 400-3; 400-4; 400-5; 400-6; 400-7; 400-8
401	401-1; 401-2; 401-3; 401-4; 401-5; 401-6; 401-7; 401-8
600	600-1; 600-2; 600-3; 600-4; 600-5; 600-6; 600-7; 600-8
700	700-1; 700-2; 700-3; 700-4; 700-5; 700-6; 700-7; 700-8
701	701-1; 701-2; 701-3; 701-4; 701-5; 701-6; 701-7; 701-8
702	702-1; 702-2; 702-3; 702-4; 702-5; 702-6; 702-7; 702-8

All of Buildings 301, 102, 400, 401, 600, 700, 701 and 702 and the Units referred to immediately above are delineated on the survey of the additional property by Joel B. Latta,

Registered Surveyor dated April 26, 2007, and recorded contemporaneously with this Third Amended Expandable declaration.

3. Amending the schedule of the percentage of ownership interest in the common elements appurtenant to each unit, set forth in the Master Deed and to reallocate said percentage interest and to read as follows:

See attached list.

The above schedule percentages in the common elements are calculated on the basis set forth in the Master Deed and this reallocation is accomplished as follows:

(a) Wisteria Landing, Inc., to the extent necessary, hereby exercises all rights conferred upon it by the Declaration in all powers of attorney granted to it by all units owners of the existing units and thereby divests them of that portion of their unit's share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each new unit shown in the aforesaid schedule.

(b) Wisteria Landing, Inc., to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants, conveys, and sets over to each owner of each existing unit that share in the new common elements which is necessary to attain for each existing unit the share in the aggregated common elements shown in the aforesaid schedule.

(c) Any other means supportable in law or equity on the basis of the declaration, the deeds issued to each purchaser and this amended Declaration.



**THIRD AMENDMENT TO THE  
MASTER DEED  
FOR  
WISTERIA LANDING CONDOMINIUMS**

<b>PHASE</b>
<b>1, 2, 3, &amp; 4</b>

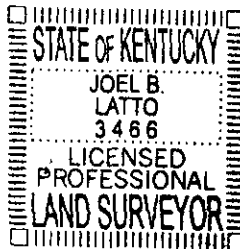
	Unit Number	Unit Square Footage	Percentage of Common Interest
	201-1	793	0.6481
	201-2	793	0.6481
	201-3	797	0.6514
	201-4	798	0.6522
	201-5	789	0.6449
	201-6	699	0.5713
	201-7	703	0.5746
	201-8	736	0.6016
	800-1	949	0.7756
	800-2	955	0.7805
	800-3	955	0.7805
	800-4	990	0.8092
	800-5	1001	0.8181
	800-6	1001	0.8181
	800-7	1001	0.8181
	800-8	1036	0.8468
	801-1	955	0.7805
	801-2	990	0.8092
	801-3	955	0.7805
	801-4	955	0.7805
	801-5	1001	0.8181
	801-6	1036	0.8468
	801-7	1001	0.8181
PH. 1	801-8	1001	0.8181
PH. 2	101-1	955	0.7805
	101-2	990	0.8092
	101-3	949	0.7756
	101-4	955	0.7805
	101-5	1001	0.8181
	101-6	1036	0.8468
	101-7	1036	0.8468
	101-8	1001	0.8181

	Unit Number	Unit Square Footage	Percentage of Common Interest
	200-1	817	0.6678
	200-2	803	0.6563
	200-3	813	0.6645
	200-4	795	0.6498
	200-5	781	0.6383
	200-6	703	0.5746
	200-7	703	0.5746
	200-8	738	0.6032
	300-1	797	0.6514
	300-2	792	0.6473
	300-3	797	0.6514
	300-4	793	0.6481
	300-5	779	0.6367
	300-6	699	0.5713
	300-7	703	0.5746
PH. 2	300-8	736	0.6016
PH. 3	500-1	1334.6	1.0908
	500-2	1335.6	1.0916
	500-3	1310.8	1.0714
	500-4	1335.6	1.0916
	500-5	1386.4	1.1331
	500-6	1385.9	1.1327
	500-7	1385.1	1.1321
	500-8	1385.6	1.1325
	100-1	997	0.8149
	100-2	955	0.7805
	100-3	955	0.7805
	100-4	955	0.7805
	100-5	1039.5	0.8496
	100-6	1004.7	0.8212
	100-7	1004.2	0.8208
PH. 3	100-8	1004.7	0.8212
PH. 4	301-1	805	0.6580
	301-2	813	0.6645
	301-3	815	0.6661
	301-4	814	0.6653
	301-5	736	0.6016
	301-6	776	0.6342
	301-7	699	0.5713
	301-8	703	0.5746

Unit Number	Unit Square Footage	Percentage of Common Interest
102-1	955	0.7805
102-2	955	0.7805
102-3	955	0.7805
102-4	990	0.8092
102-5	1001	0.8181
102-6	1001	0.8181
102-7	1001	0.8181
102-8	1043	0.8525
400-1	995	0.8132
400-2	995	0.8132
400-3	995	0.8132
400-4	990	0.8092
400-5	1001	0.8181
400-6	1001	0.8181
400-7	1001	0.8181
400-8	1036	0.8468
401-1	955	0.7805
401-2	990	0.8092
401-3	955	0.7805
401-4	955	0.7805
401-5	1001	0.8181
401-6	1036	0.8468
401-7	1001	0.8181
401-8	1001	0.8181
600-1	953	0.7789
600-2	955	0.7805
600-3	955	0.7805
600-4	955	0.7805
600-5	1012	0.8271
600-6	1001	0.8181
600-7	1001	0.8181
600-8	1001	0.8181
700-1	955	0.7805
700-2	955	0.7805
700-3	955	0.7805
700-4	990	0.8092
700-5	1001	0.8181
700-6	1001	0.8181
700-7	1001	0.8181
700-8	1036	0.8468

Unit Number	Unit Square Footage	Percentage of Common Interest
701-1	955	0.7805
701-2	949	0.7756
701-3	990	0.8092
701-4	955	0.7805
701-5	1001	0.8181
701-6	1036	0.8468
701-7	1035	0.8459
701-8	1001	0.8181
702-1	990	0.8092
702-2	955	0.7805
702-3	955	0.7805
702-4	955	0.7805
702-5	1036	0.8468
702-6	1001	0.8181
702-7	1001	0.8181
702-8	1001	0.8181
<b>TOTALS</b>	122349.7	100

This percentage calculation was prepared by  
 Joel B. Latto, KY PLS #3466  
 Cassidy Assoc., Inc.  
 2100 Gardiner Ln., Suite 302  
 Louisville, KY 40205

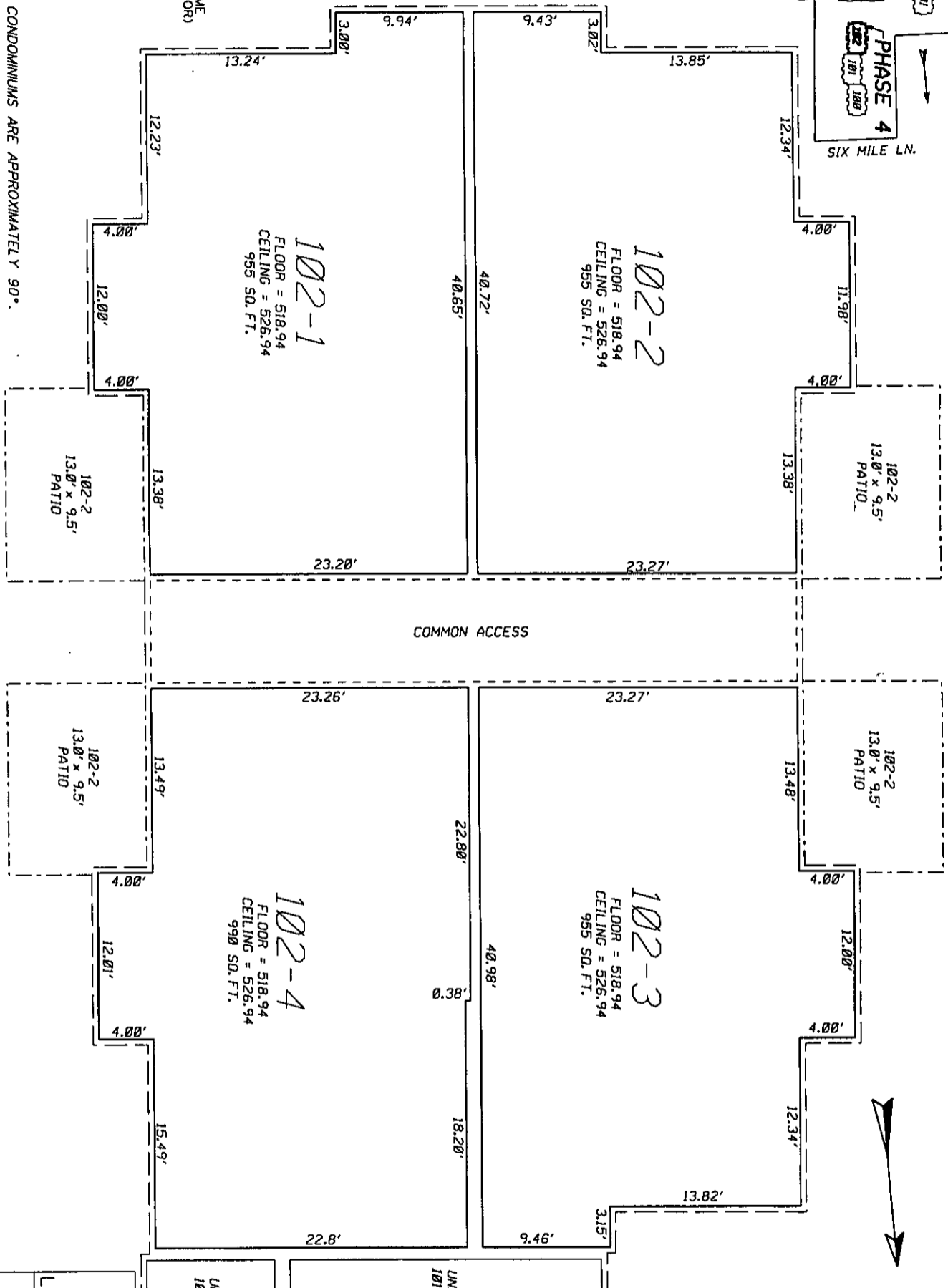
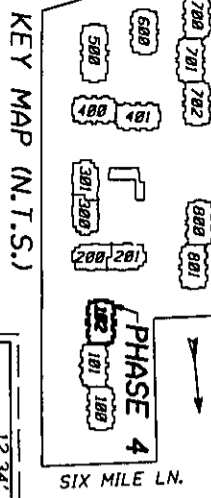


*Joel B. Latto* 4-26-07

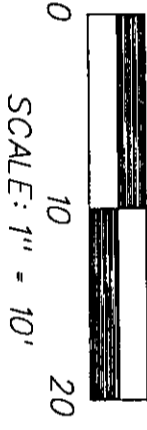
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 No. 119 Page 49  
 Part No. 2408

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 Deputy Clerk: TERHIG

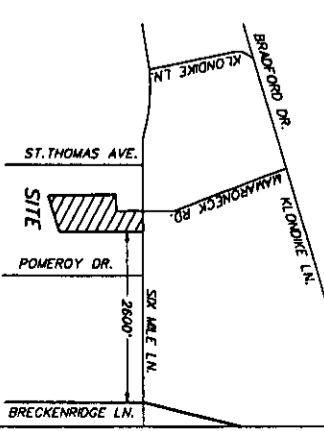
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- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



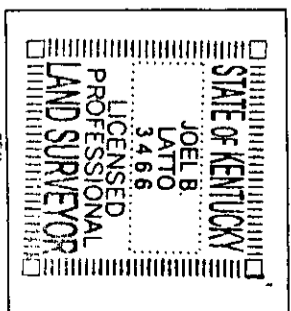
PHASE 4, 102 BLDG.  
1st. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED AUG. 05 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085 ' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latta*  
JOEL B. LATTO, KY PLS #3466 DATE 4-26-07

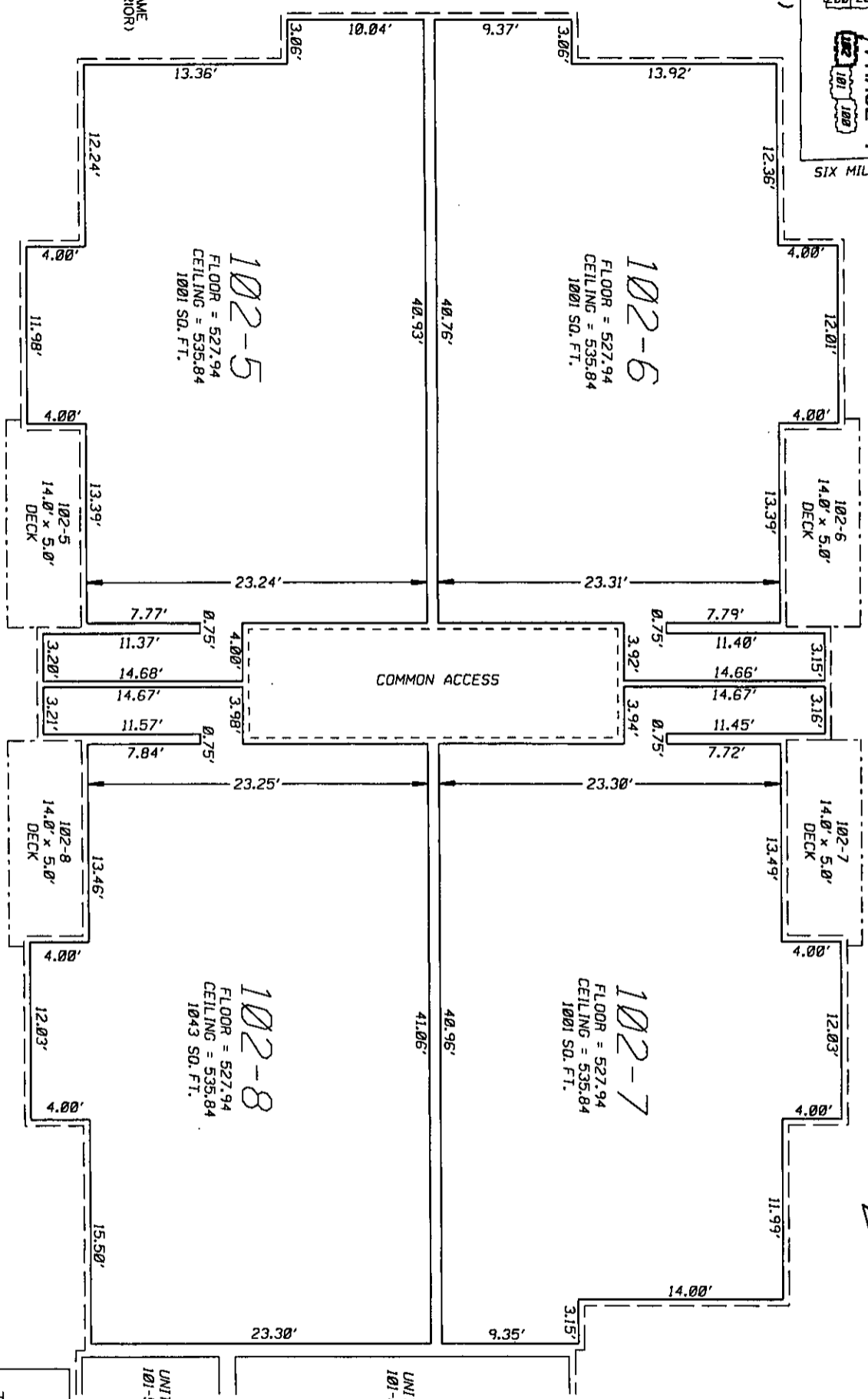
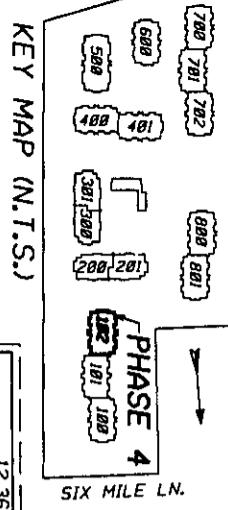


OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

08 09027PG0125

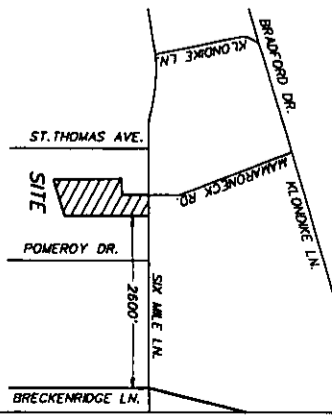


NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 4, 102 BLDG.  
2nd. FLOOR PLAN



LAND SURVEYORS CERTIFICATE  
 HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085 ' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latto*  
 JOEL B. LATTO, KY PLS #3466  
 DATE 4-26-07

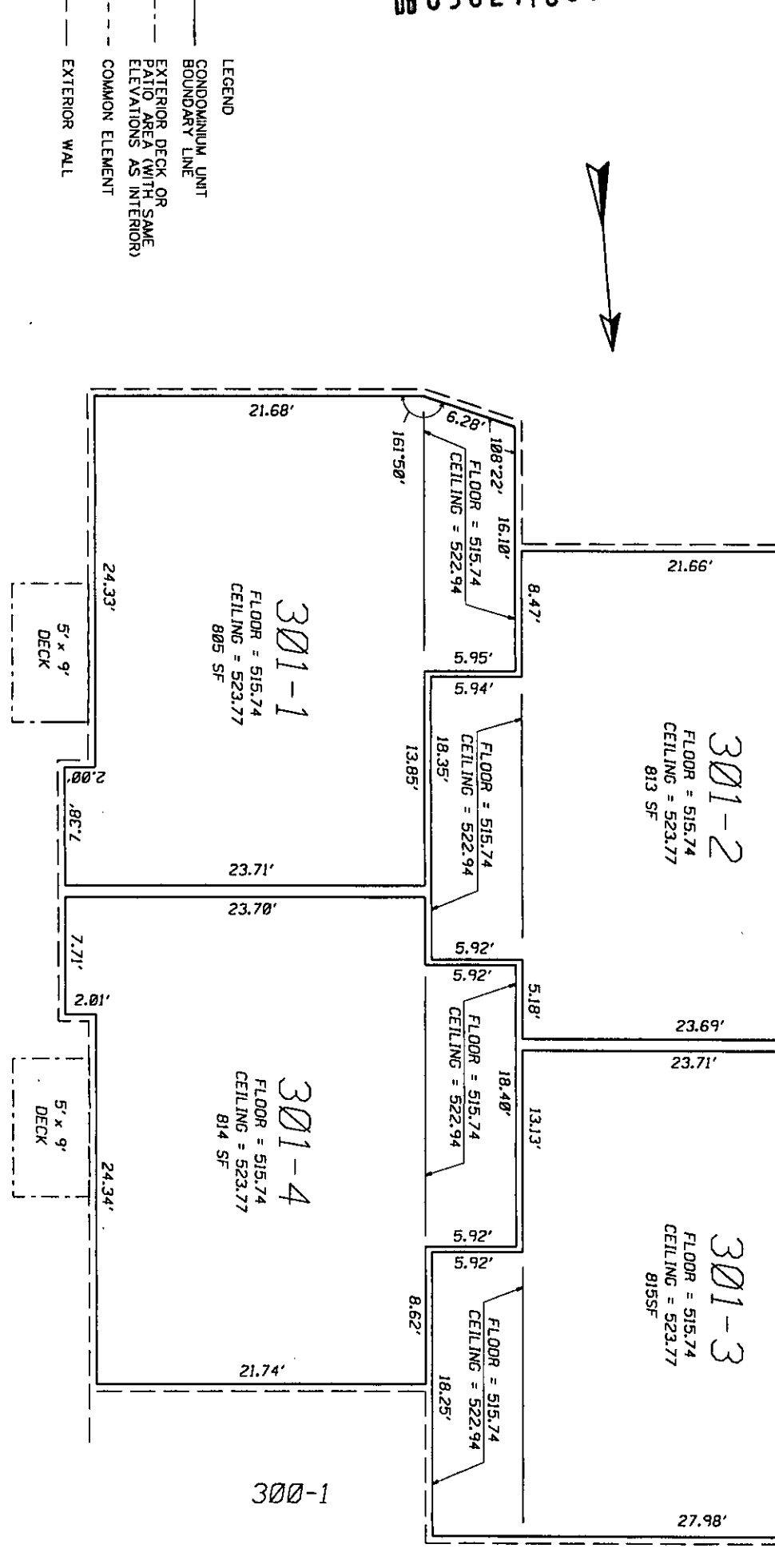
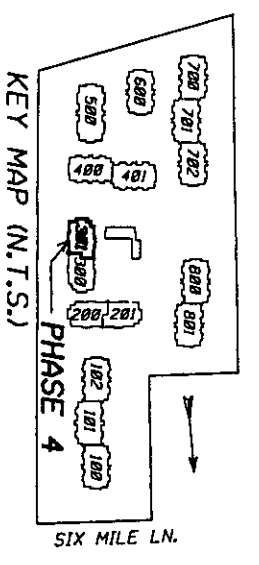
STATE OF KENTUCKY  
 JOEL B. LATTO  
 3466  
 LICENSED PROFESSIONAL LAND SURVEYOR  
 SEAL

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

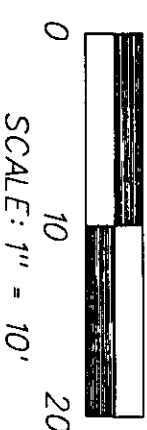
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDNER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 04-26-2007

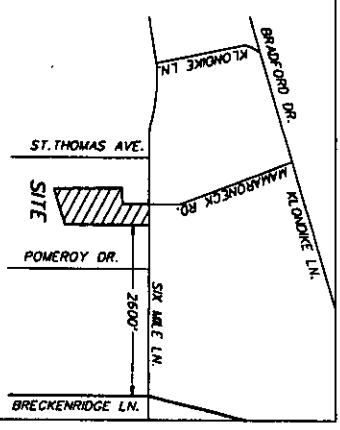
DB 09027PG0126



- LEGEND
- CONDOMINIUM UNIT BOUNDARY LINE
  - EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)
  - COMMON ELEMENT
  - EXTERIOR WALL
- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



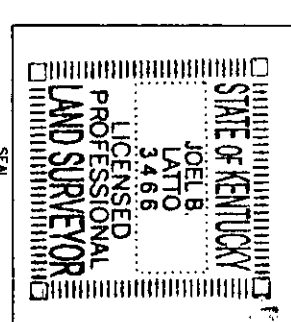
PHASE 4, 301 BLDG.  
1st. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY M.E. DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SPOSHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085 "/math> AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*JOEL B. LATTO* 4-26-07  
JOEL B. LATTO, KY PLS #3466 DATE



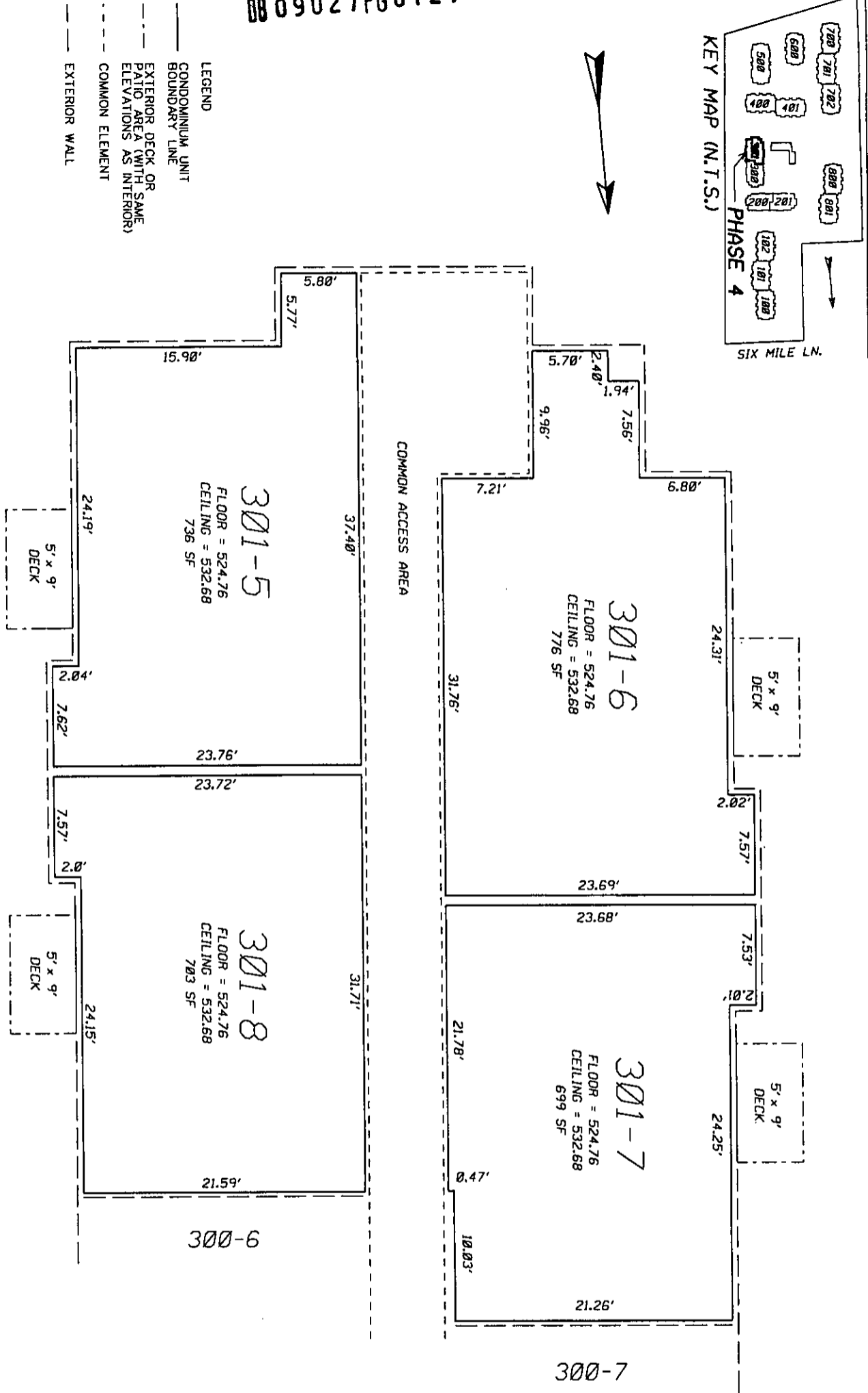
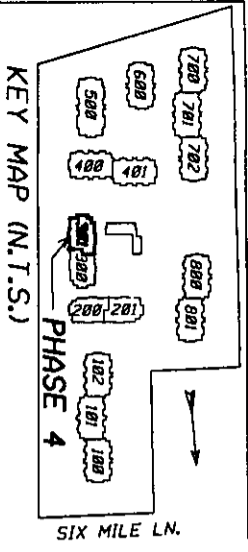
WISTERIA LANDING  
CONDOMINIUMS

OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDNER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

08 09027PG0127



LEGEND  
 CONDOMINIUM UNIT BOUNDARY LINE  
 EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)  
 COMMON ELEMENT  
 EXTERIOR WALL

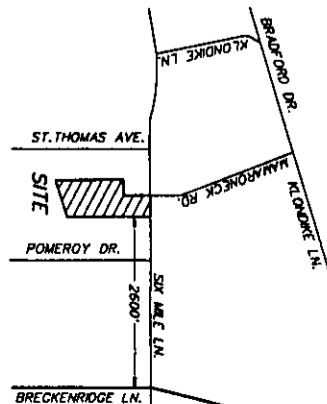
NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



SCALE: 1" = 10'

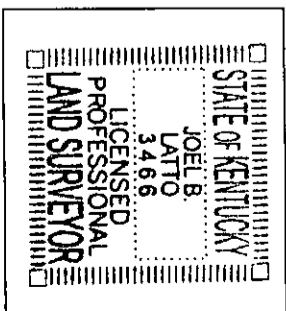
PHASE 4, 301 BLDG.  
 2nd. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIGHTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085.7' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS. #3466 DATE 4-26-07

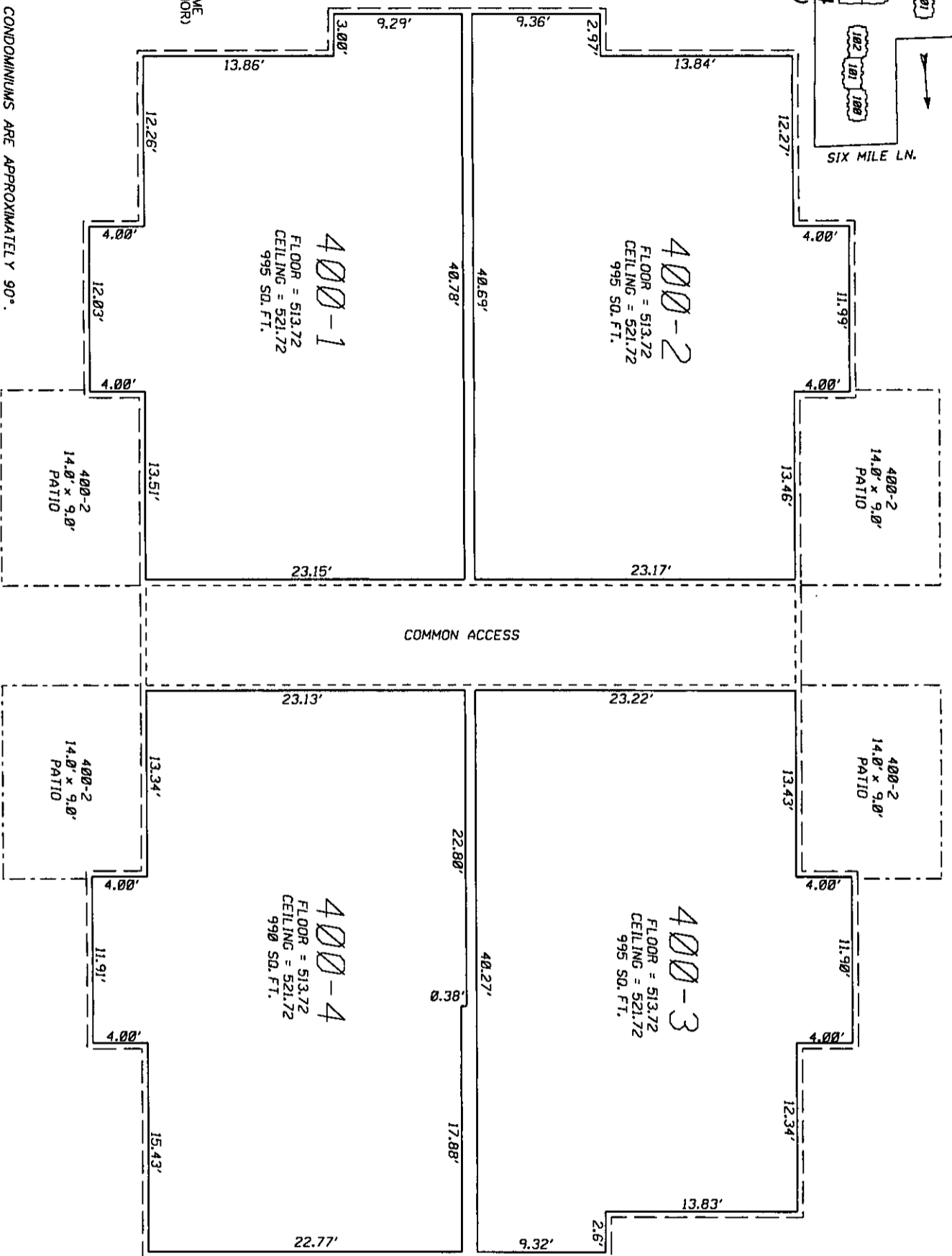
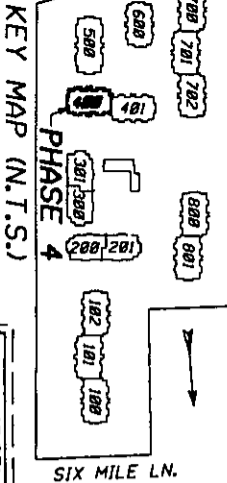


WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

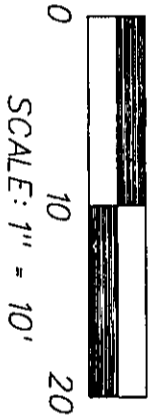
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 04-26-2007

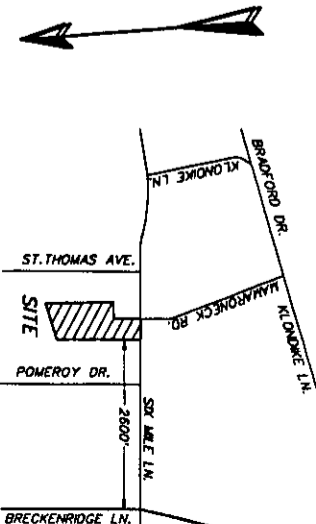


**NOTES:**

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



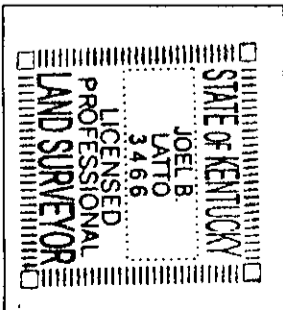
**PHASE 4, 400 BLDG.  
1st. FLOOR PLAN**



LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED AUGUST 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SETBACKS OF THE PRECISION RATIO OF SAID TRAVERSE WAS 1/25,000. I AND WAS NOT ADJUSTED THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE KNOWN AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Latto*  
JOEL B. LATTO, KY PLS #3466  
DATE 4-26-07



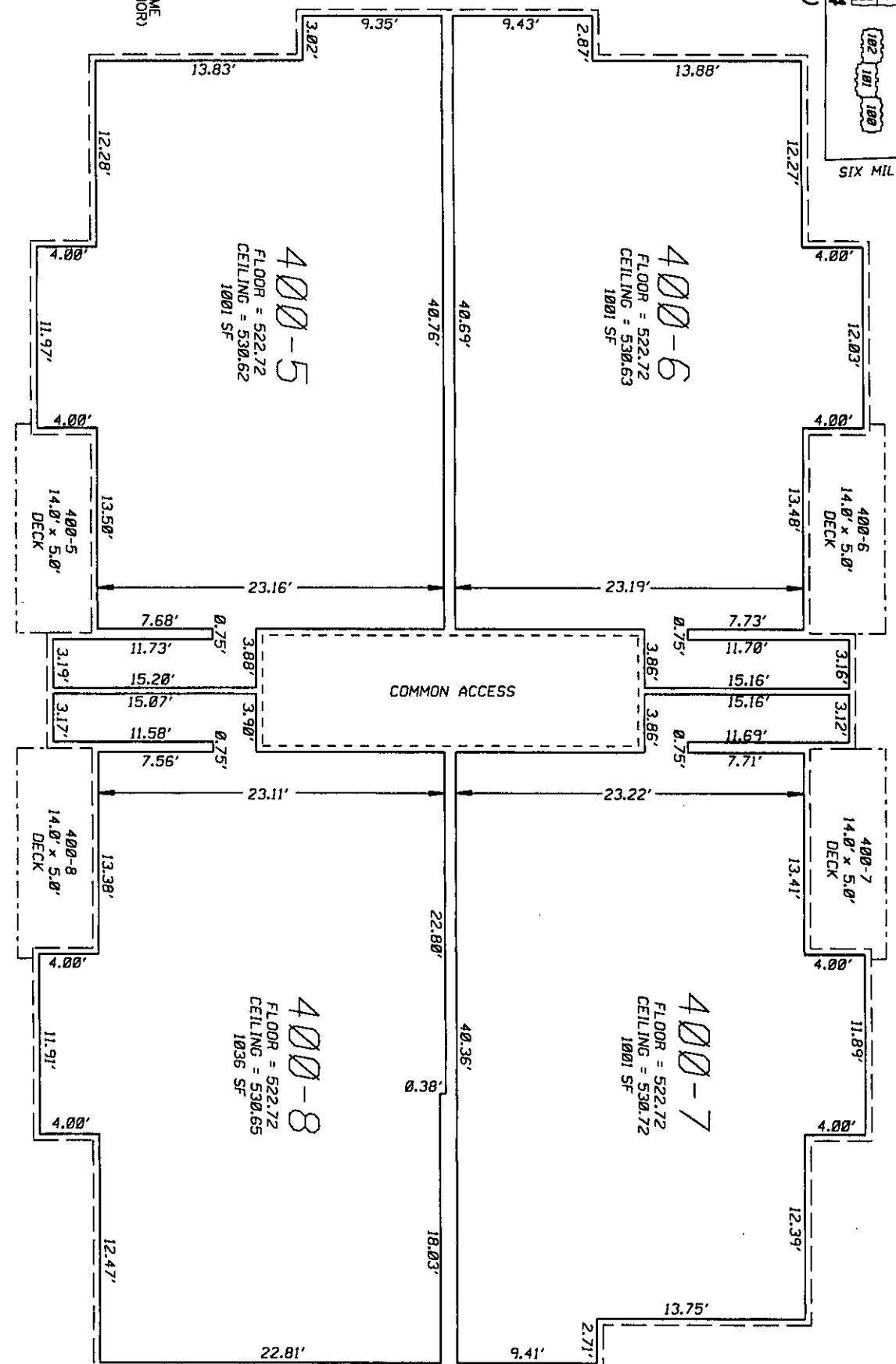
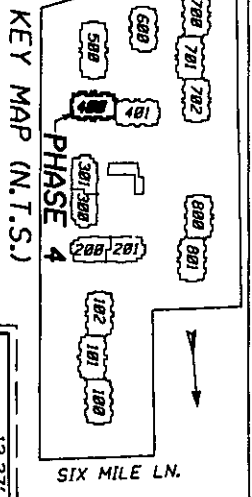
UNIT 401-1  
UNIT 401-2

**WISTERIA LANDING  
CONDOMINIUMS**

OWNER  
**WISTERIA LANDING, INC.**  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
**CASSIDY ASSOCIATES, INC.**  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007



LEGEND  
 CONDOMINIUM UNIT BOUNDARY LINE  
 EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)  
 COMMON ELEMENT  
 EXTERIOR WALL

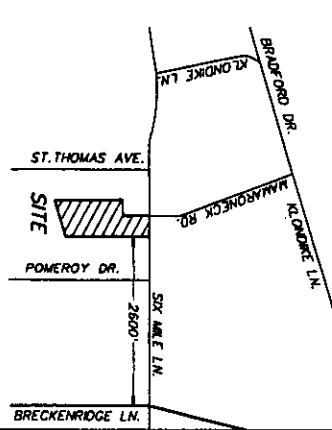
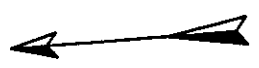
NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT'S BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



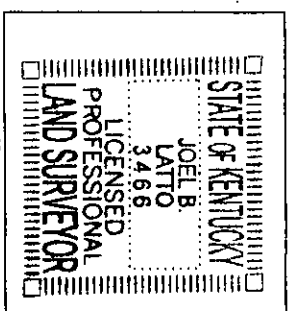
SCALE: 1" = 10'

PHASE 4, 400 BLDG.  
 2nd. FLOOR PLAN



LAND SURVEYORS CERTIFICATE  
 HEREBY CERTIFY THAT THIS CONDOMINIUM FLOOR PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085.7' AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS #3466 DATE 4-26-07

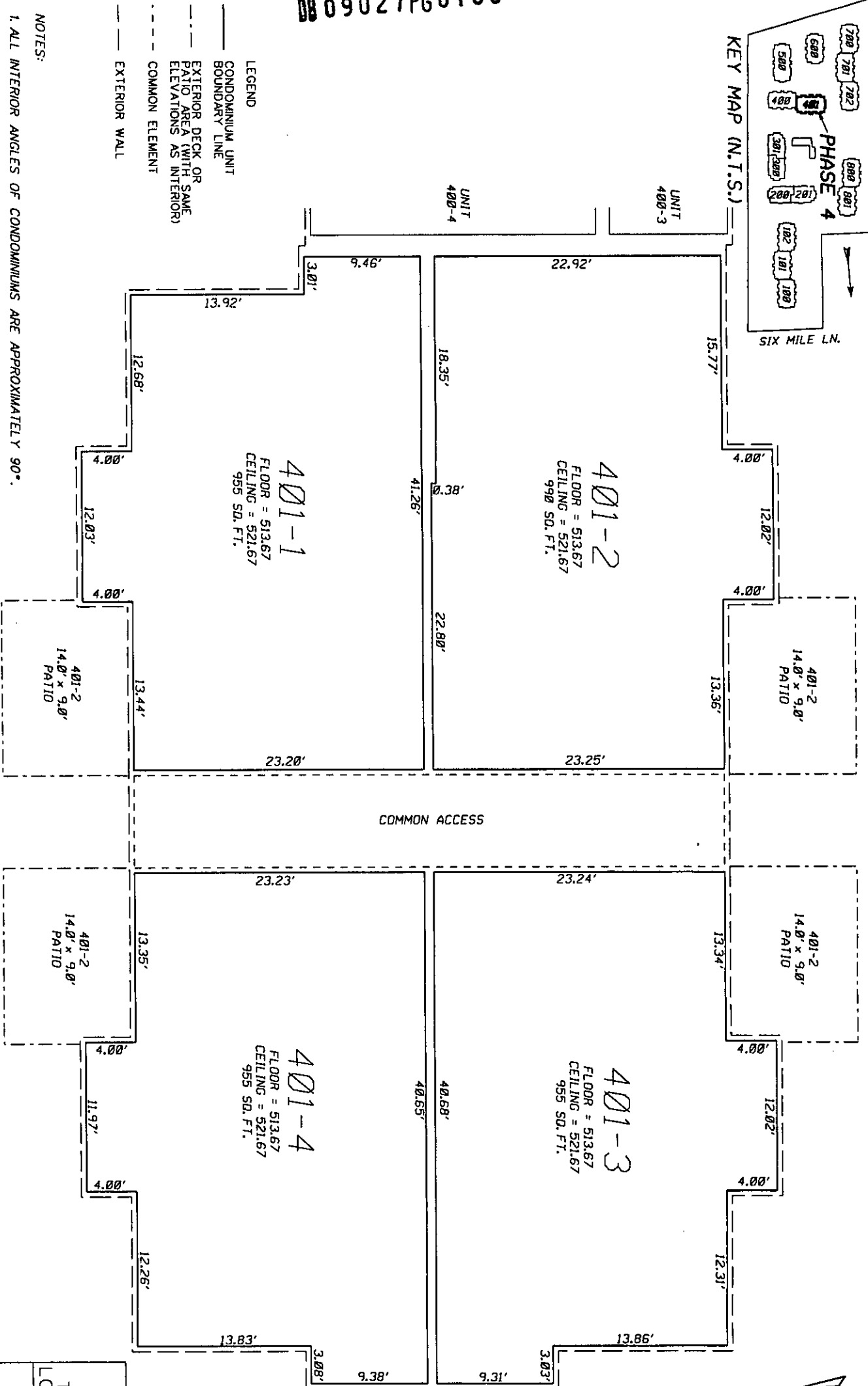
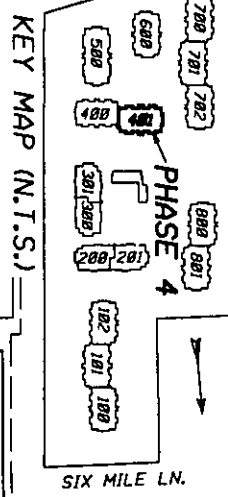


OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

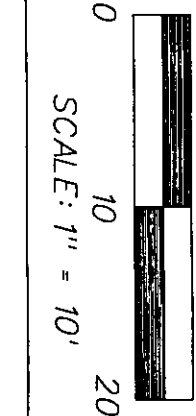
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 04-26-2007

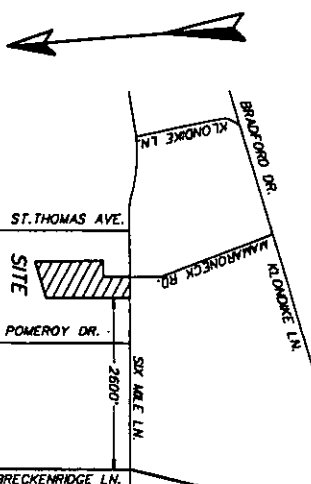
09027PG0130



- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 4, 401 BLDG.  
1st. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, DIMENSIONS, AND BOUNDARIES OF THE UNITS AS BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 03, 2003. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE OF ST. MESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,083 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Joel B. Laito*  
JOEL B. LAITO, KY PLS #3466 DATE 4-26-07

STATE OF KENTUCKY  
JOEL B. LAITO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

OWNER  
WISTERIA LANDING,  
CONDOMINIUMS

WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

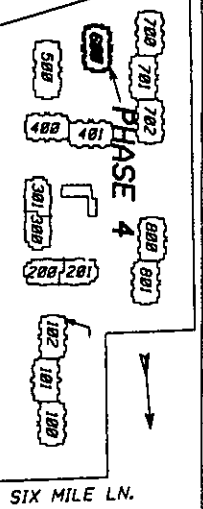
PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007



0809027PG0132

KEY MAP (N.T.S.)



LEGEND

CONDOMINIUM UNIT BOUNDARY LINE

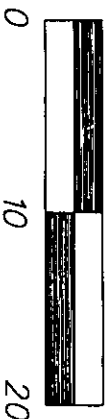
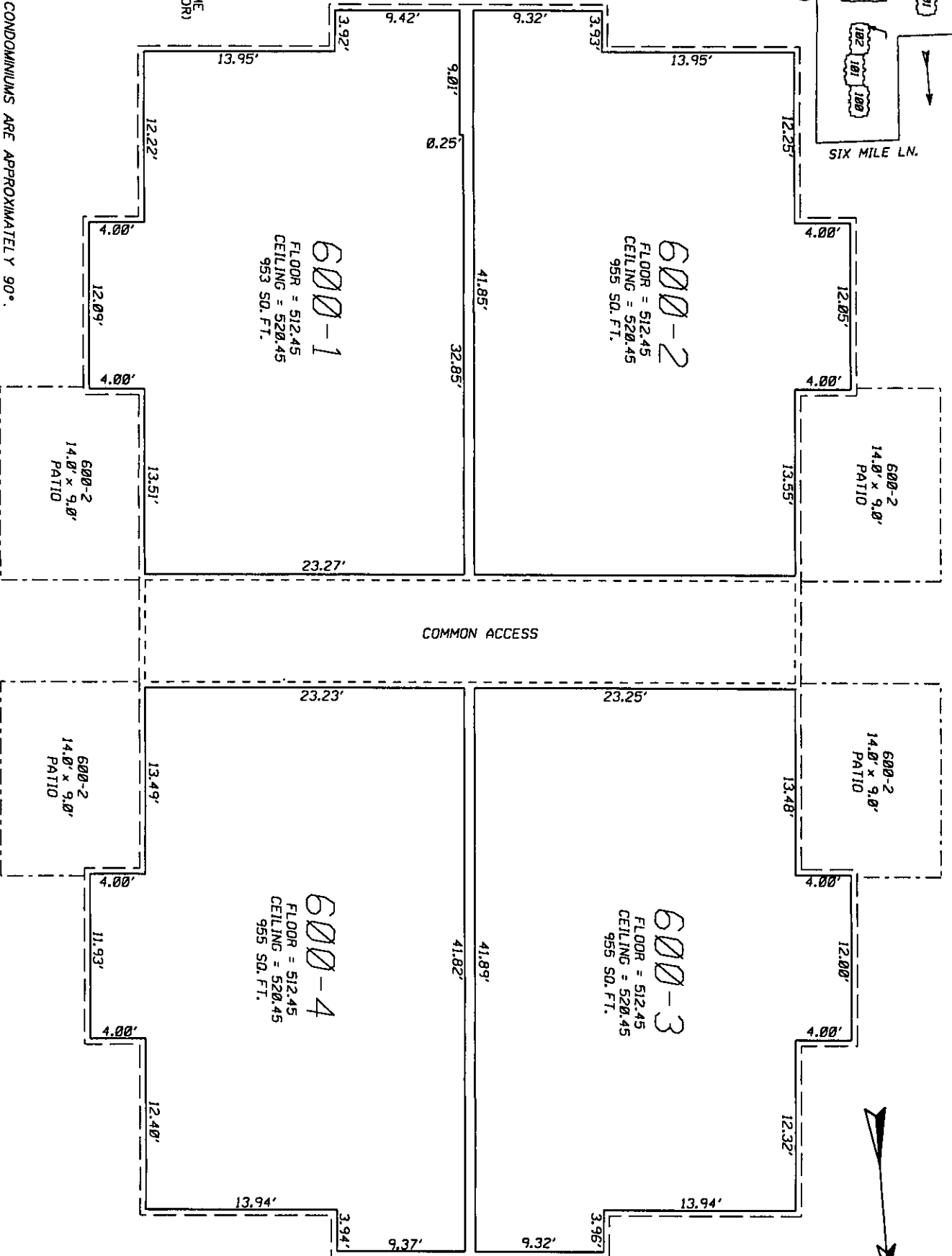
EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)

COMMON ELEMENT

EXTERIOR WALL

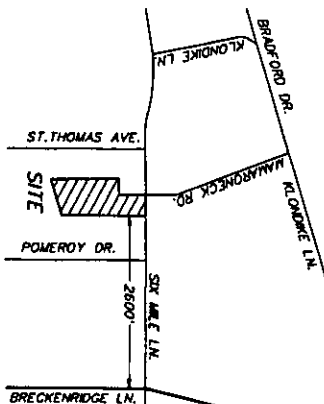
NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT'S BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



SCALE: 1" = 10'

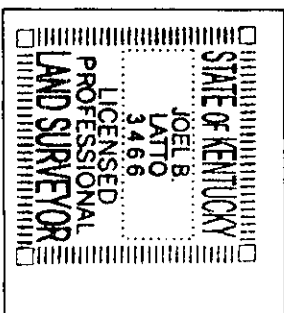
PHASE 4, 600 BLDG.  
1st. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/723,085 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS. #3466 DATE 4-26-07



WISTERIA LANDING CONDOMINIUMS

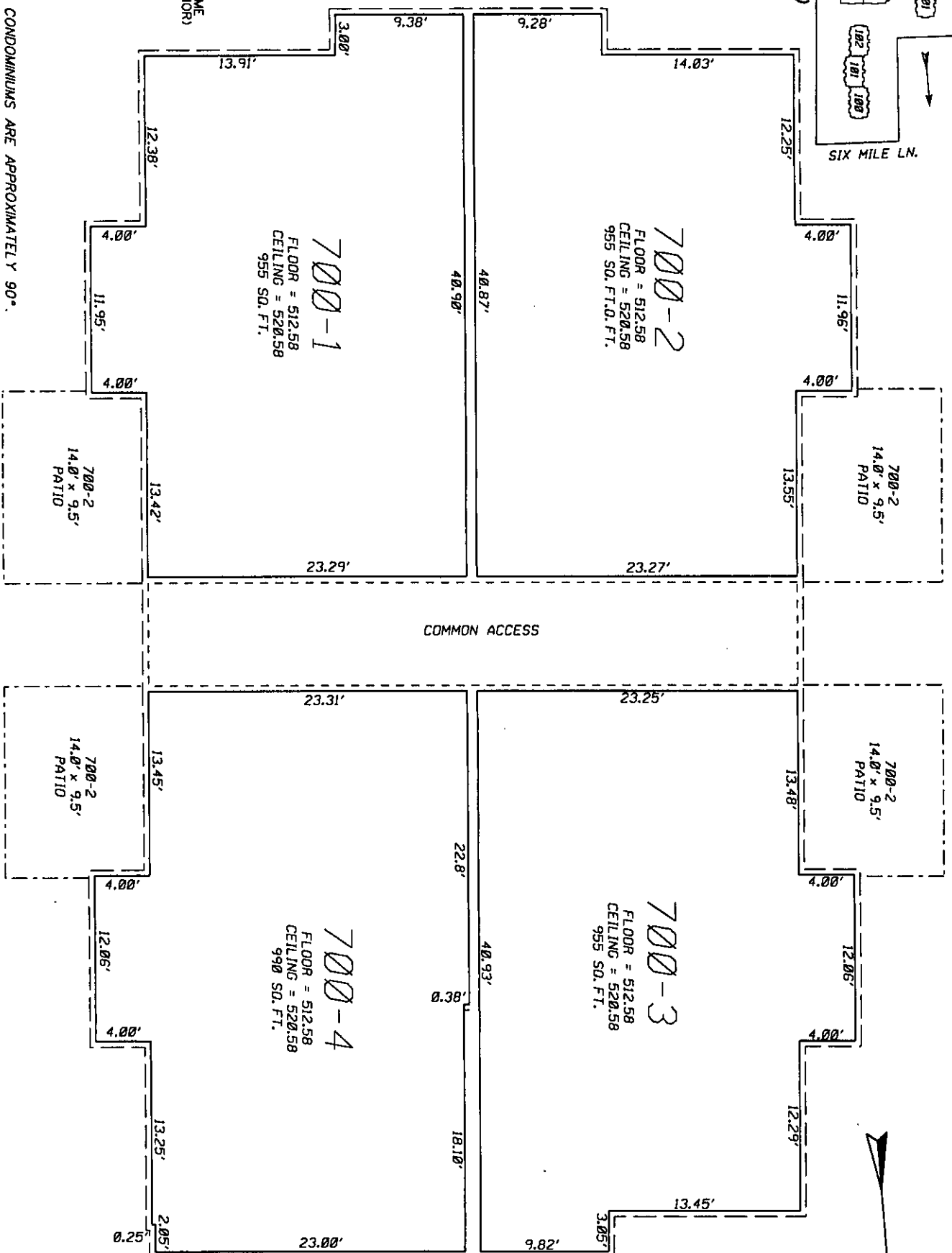
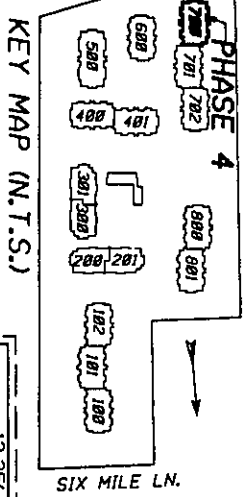
OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

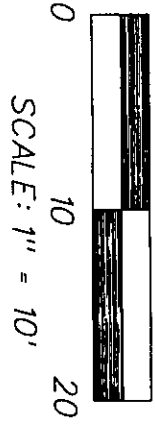


DB 09027PG0134

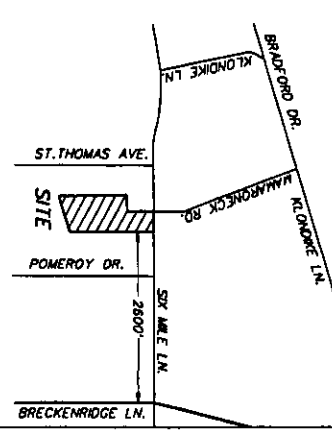


NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 4, 700 BLDG.  
1st. FLOOR PLAN



STATE OF KENTUCKY  
JOEL B. LATTO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

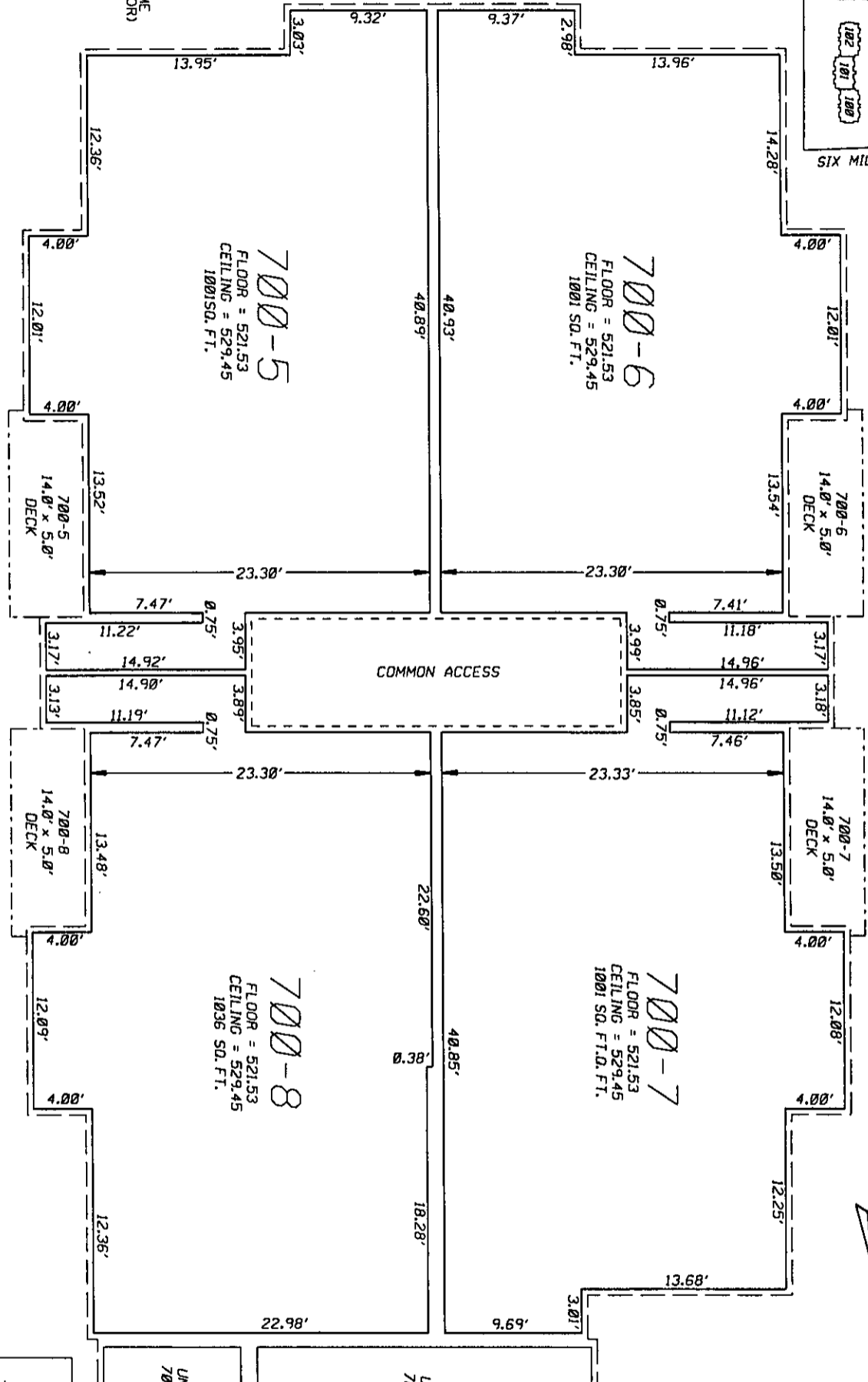
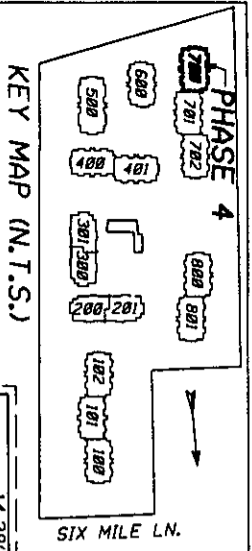
WISTERIA LANDING  
CONDOMINIUMS

OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

DB 09027PG0135



LEGEND

CONDOMINIUM UNIT BOUNDARY LINE

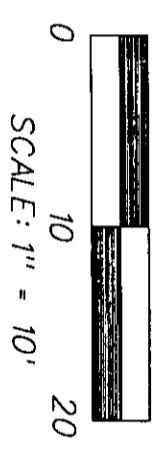
EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)

COMMON ELEMENT

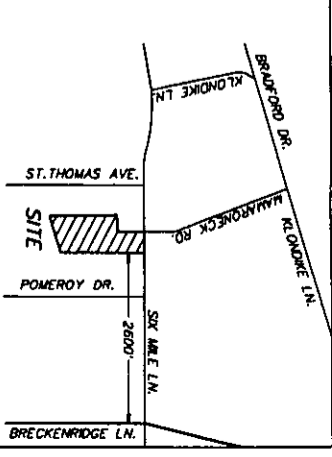
EXTERIOR WALL

NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT'S BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 4, 700 BLDG.  
2nd. FLOOR PLAN



STATE OF KENTUCKY  
JOEL B. LATTO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

SEAL

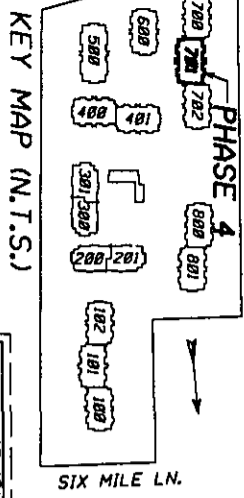
OWNER  
WISTERIA LANDING  
CONDOMINIUMS

WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDNER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

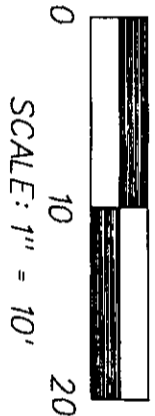
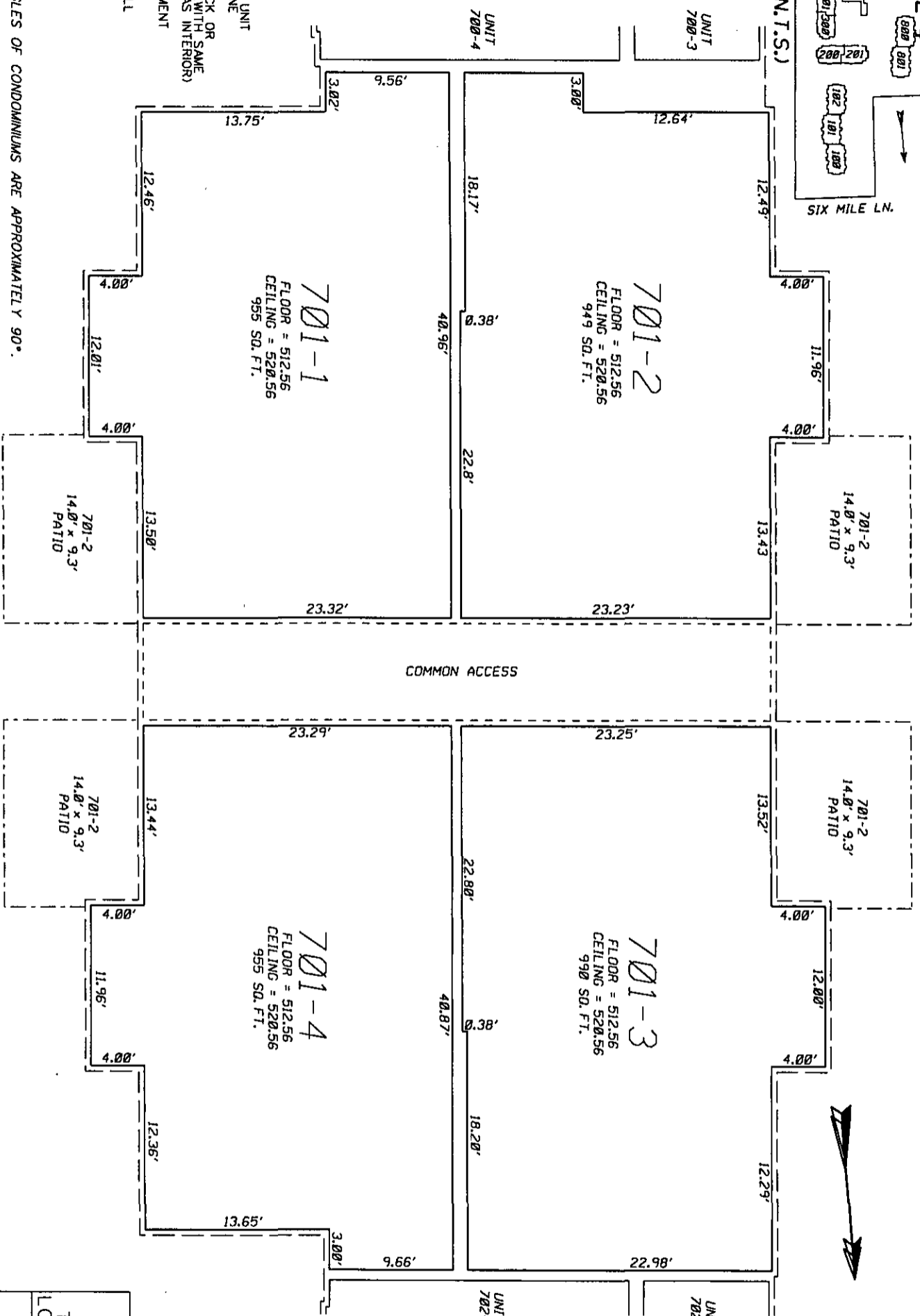
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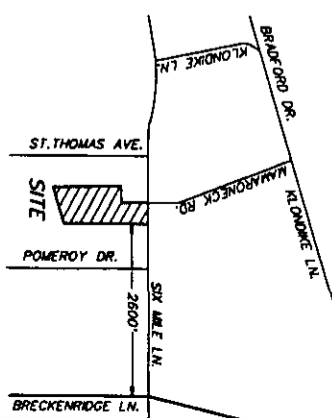
LEGEND  
 CONDOMINIUM UNIT BOUNDARY LINE  
 EXTERIOR DECK OR PATIO AREA (WITH SAME ELEVATIONS AS INTERIOR)  
 COMMON ELEMENT  
 EXTERIOR WALL

NOTES:

1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNIT BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 4, 701 BLDG.  
 1st. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, OCCUPATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS SURVEY MADE BY ME DATED AUG. 05, 2003. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE OF SIGHTS AND THE PRECISION RATIO OF SAID TRAVERSE WAS 1/2000. THE PLANS WERE NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS. 3466  
 DATE 4-26-07

STATE OF KENTUCKY  
 JOEL B. LATTO  
 3466  
 LICENSED PROFESSIONAL LAND SURVEYOR

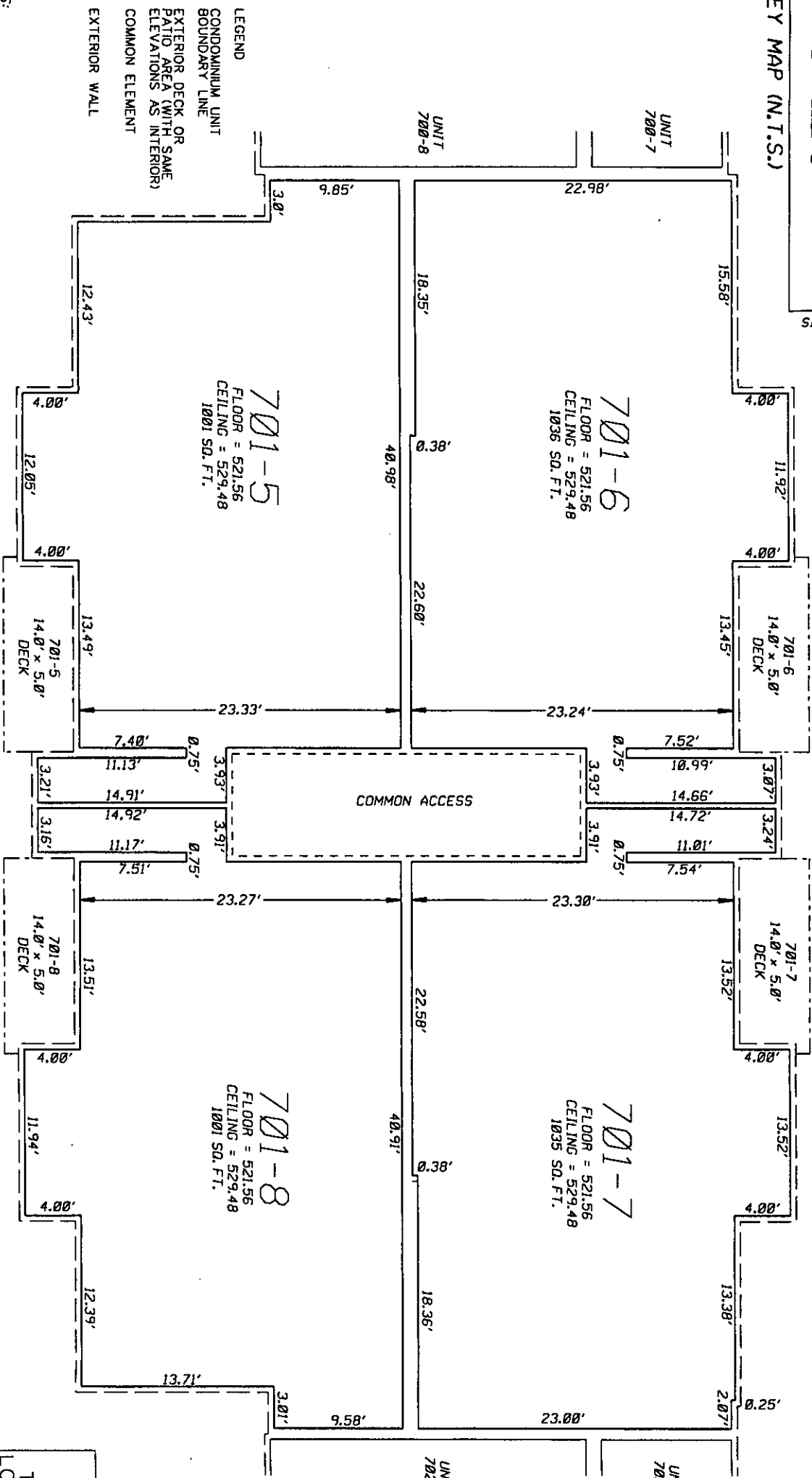
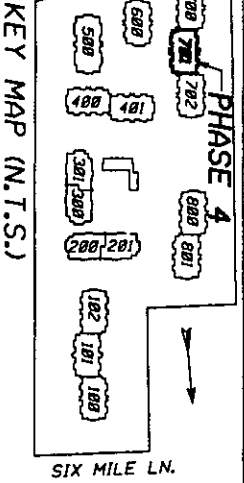
WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

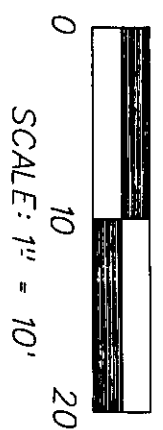
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDINER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044CONDO.DGN JBL 04-26-2007

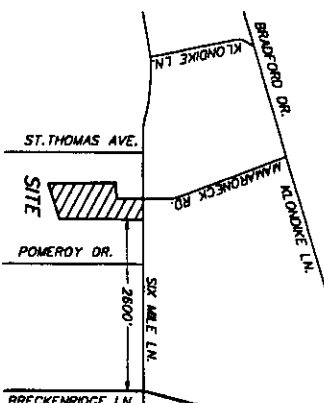
09027PG0197



- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES, SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING, ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



**PHASE 4, 701 BLDG.  
2nd. FLOOR PLAN**



UNIT LAND SURVEYORS CERTIFICATE  
702-6

HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME, DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/25,085 1/2 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNIT  
702-5  
JOEL B. LATO, KY PLS #3466  
DATE  
4-26-07

STATE OF KENTUCKY  
JOEL B. LATO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

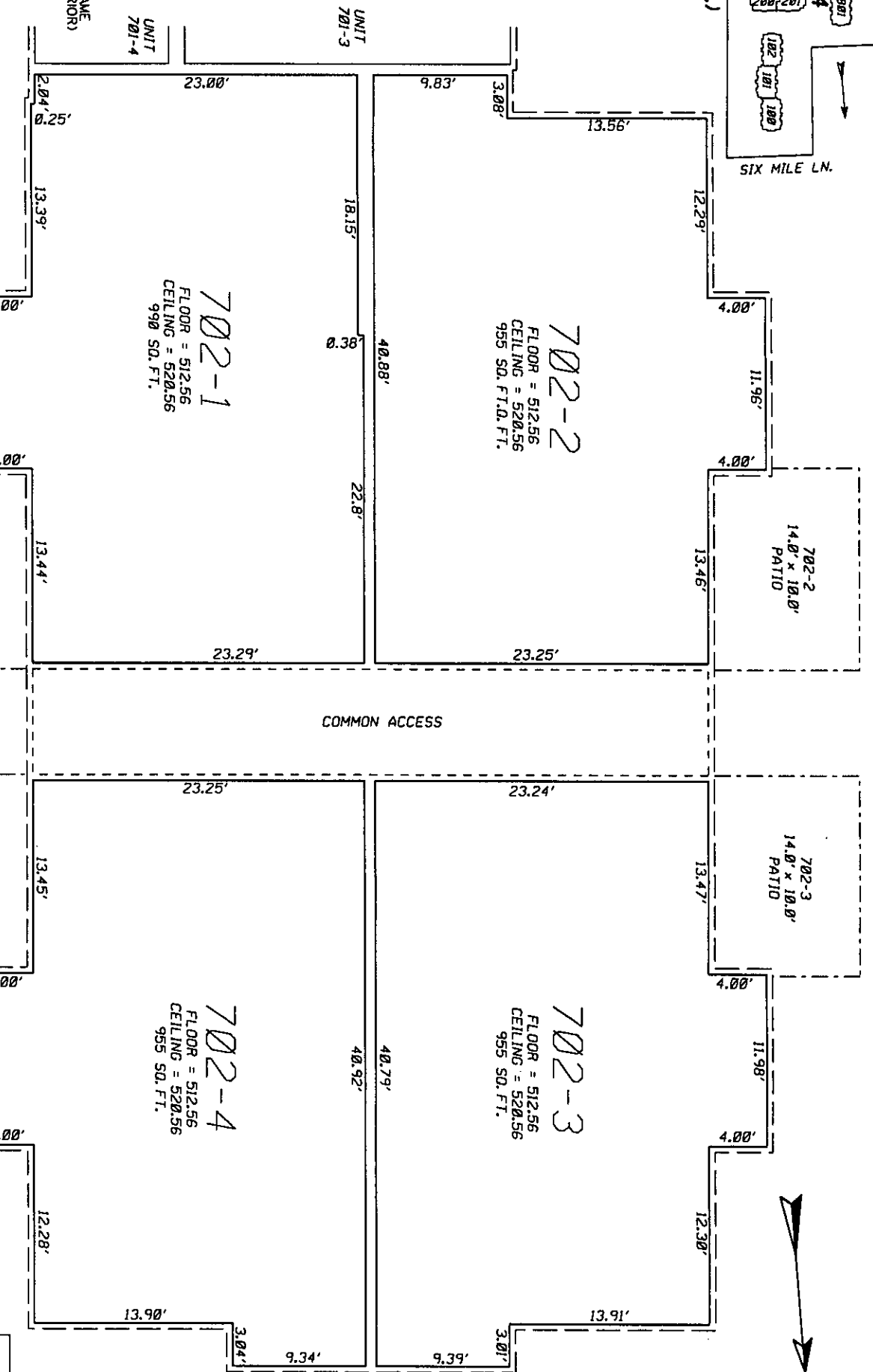
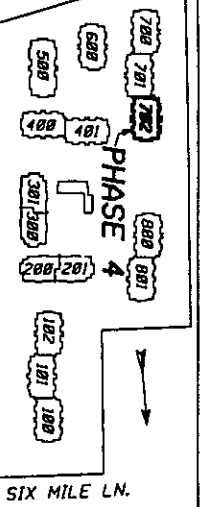
**WISTERIA LANDING  
CONDOMINIUMS**

OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

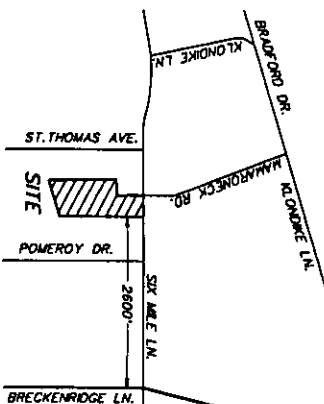
KEY MAP (N.T.S.)



NOTES:  
 1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.  
 2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.  
 3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.

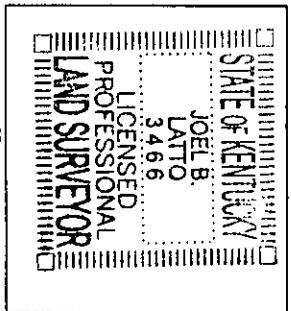


PHASE 4, 702 BLDG.  
 1st. FLOOR PLAN



LAND SURVEYORS CERTIFICATE  
 HEREBY CERTIFY THAT THIS CONDOMINIUM PLAT WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY ME DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/123,085 "/>

JOEL B. LATTO, PLS. #3466 DATE 4-26-07



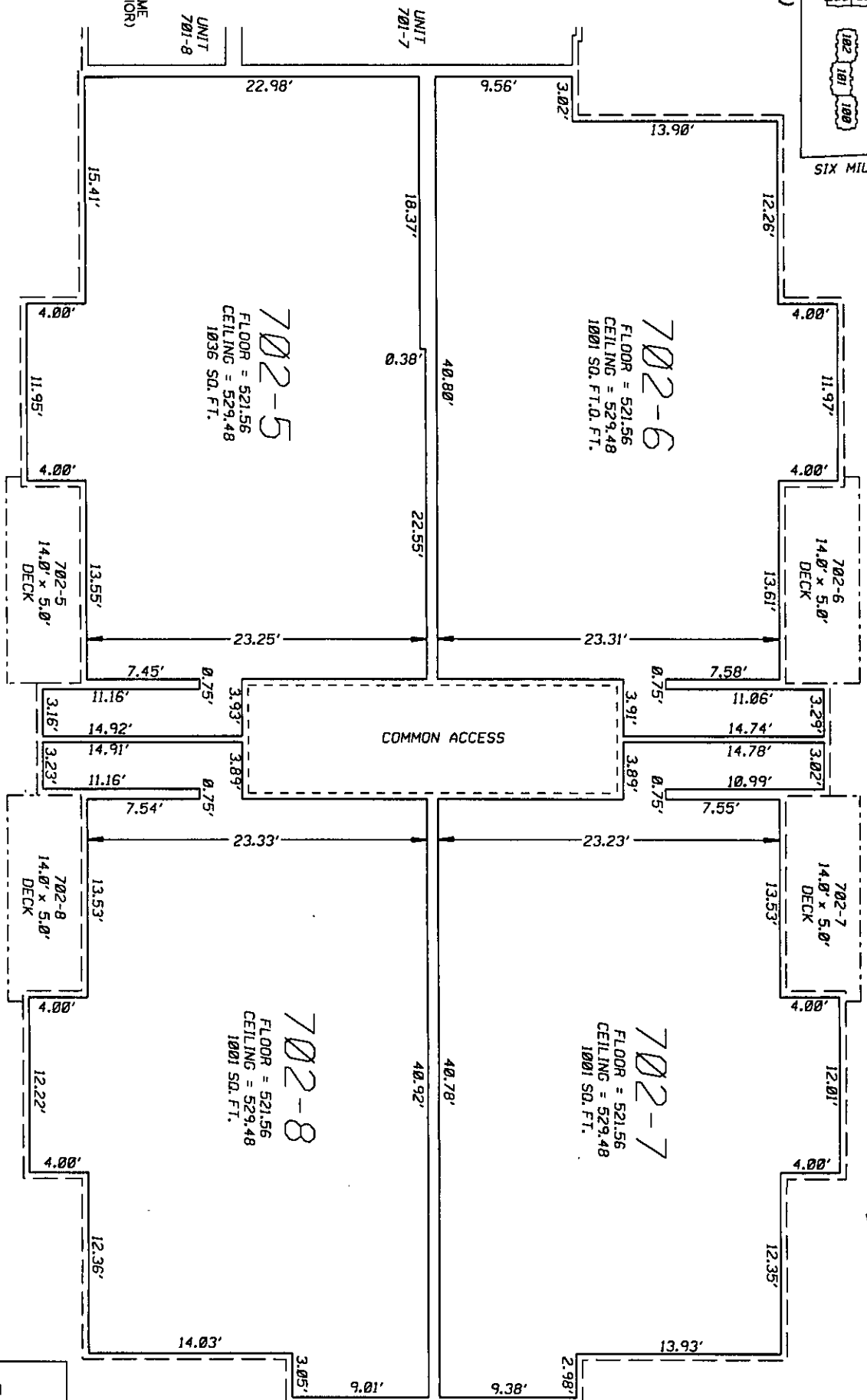
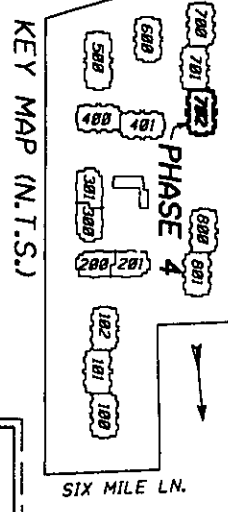
WISTERIA LANDING  
 CONDOMINIUMS

OWNER  
 WISTERIA LANDING, INC.  
 D.B. 8862, PG. 588  
 TAX BLOCK 091L, LOT 0009  
 LOUISVILLE, JEFFERSON CO., KY

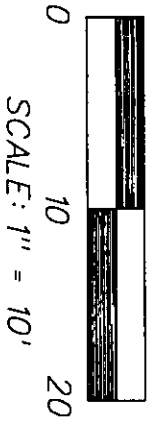
PREPARED BY  
 CASSIDY ASSOCIATES, INC.  
 2100 GARDNER LANE, SUITE 302  
 LOUISVILLE, KY 40205  
 502-451-1855

PROPERTY LOCATED AT  
 6430 SIX MILE LANE  
 LOUISVILLE, KY 40218  
 2044COND.DGN JBL 04-26-2007

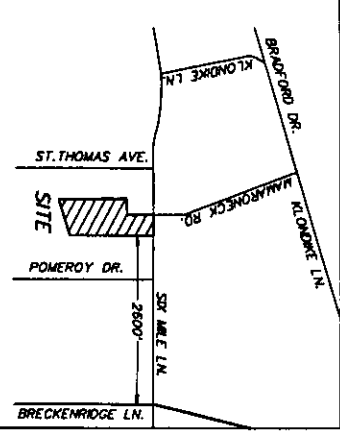
09027PG0133



- NOTES:
1. ALL INTERIOR ANGLES OF CONDOMINIUMS ARE APPROXIMATELY 90°.
  2. EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE CONDOMINIUM UNITS BOUNDARY LINES SHOWN AND BY THE HORIZONTAL PLANES AT THE FLOOR AND CEILING ELEVATION SHOWN HEREON.
  3. THE INTENT OF THE CONDOMINIUM UNIT BOUNDARY LINES ARE TO DEFINE THE INTERIOR FACE OF THE DRYWALL WALLS AND CEILINGS.



PHASE 4, 702 BLDG.  
2nd. FLOOR PLAN



LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS CONDOMINIUM PLAN WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE PLANS FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT NUMBERS, AND DIMENSIONS OF THE UNITS AS-BUILT. THE BOUNDARIES SHOWN HEREON ARE FROM A CLASS A URBAN SURVEY MADE BY M.G. DATED AUG. 05, 2005. SAID SURVEY WAS MADE BY THE METHOD OF A RANDOM TRAVERSE WITH SIDESHOTS. THE PRECISION RATIO OF SAID TRAVERSE WAS 1/23,085.7 AND WAS NOT ADJUSTED. THE VERTICAL AND HORIZONTAL MEASUREMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOEL B. LATTO, KY PLS #3466 DATE 4-26-07

STATE OF KENTUCKY  
JOEL B. LATTO  
3466  
LICENSED PROFESSIONAL LAND SURVEYOR

OWNER  
WISTERIA LANDING, INC.  
D.B. 8862, PG. 588  
TAX BLOCK 091L, LOT 0009  
LOUISVILLE, JEFFERSON CO., KY

PREPARED BY  
CASSIDY ASSOCIATES, INC.  
2100 GARDINER LANE, SUITE 302  
LOUISVILLE, KY 40205  
502-451-1855

PROPERTY LOCATED AT  
6430 SIX MILE LANE  
LOUISVILLE, KY 40218  
2044CONDO.DGN JBL 04-26-2007

END OF DOCUMENT

**FOURTH AMENDMENT AND FOURTH AMENDED DECLARATION  
TO DECLARATION OF MASTER DEED FOR WISTERIA LANDING, INC.**

This Declaration, made and entered in by Wisteria Landing, Inc.  
A Kentucky Corporation), hereinafter referred to as "Wisteria Landing".

**WITNESSETH:**

WHEREAS, by a Declaration of Master Deed dated July 24, 2006, and recorded in Deed Book 8872, Page 939, in the Office of the Clerk of Jefferson County, Kentucky, subjected and submitted certain real estate to the Kentucky Condominium Act, and as amended by a First Amendment recorded in the office of the aforesaid Clerk in Deed Book 8896, Page 174; and as amended by a Second Amendment recorded in the office of the aforesaid Clerk in Deed Book 8967, Page 434; and as amended by a Third Amendment recorded in the office of the aforesaid Clerk in Deed Book 9027, Page 115; and pursuant to Section 16, the Developer has retained the right to amend the Master Deed;

WHEREAS, the first paragraph of Section 10 of the Declaration of Master Deed for Wisteria Landing titled: ADMINISTRATION BY DEVELOPER is amended as follows:

**TRANSFER OF CONTROL**

The Developer shall relinquish all special rights, expressed or implied, through which the developer may directly or indirectly control, direct, modify or veto any action of the owners association, its executive board, or a majority of unit owners, and control of the owners association shall pass to the owners of units within the project, not later than the earlier of the following:

- (1) 120 days after the date by which 75% percent of the units have been conveyed to unit purchasers
- (2) The last date of a specified period of time following the first conveyance to a unit purchaser, such period of time to be reasonable for the particular project and to be subject to approval in each instance by the corporation. The maximum acceptable period will be five years for single phased condominium regimen and seven years for expandable condominiums.

WHEREAS, all other paragraphs in Section 10 remain the same. Except as set forth

herein, the Declaration of Master Deed and its other Amendments for Wisteria Landing shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized officer of the party hereto this 2<sup>nd</sup> day of May, 2008.

WISTERIA LANDING, INC.

BY: [Signature]

AS: President  
(TITLE)

COMMONWEALTH OF KENTUCKY )  
) SS.:  
COUNTY OF JEFFERSON )

Acknowledged and sworn to before me this the 2<sup>nd</sup> day of May, 2008, by P. L. Drakman, as President of Wisteria Landing, Inc., a Kentucky Corporation, on behalf of the corporation. Homeowners' Association, Inc.

My Commission expires: 8-23-2009

[Signature]  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

THIS INSTRUMENT PREPARED BY:

[Signature]  
DENNIS J. STILGER, Esq.  
Attorney at Law  
6000 Brownsboro Park Blvd.  
Suite H  
Louisville, Ky. 40207  
(502) 893-8557

Document No.: DN2008072103  
Lodged By: STILGER  
Recorded On: 05/16/2008 10:27:13  
Total Fees: 13.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY  
Deputy Clerk: AMASHO

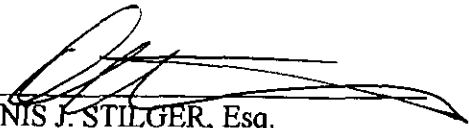
END OF DOCUMENT



My Commission expires: 8-23-09

Deborah C. Ponto  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

THIS INSTRUMENT PREPARED BY:

  
DENNIS J. STILGER, Esq.  
6000 Brownsboro Park Blvd.  
Suite H  
Louisville, Ky. 40207  
(502) 893-8557

Document No.: DN2003045570  
Lodged By: STILGER  
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Deputy Clerk: SHESCH

END OF DOCUMENT