

**EXHIBIT C**

**BYLAWS**

**BYLAWS**  
**OF**  
**THE KIMBALL HOUSE SQUARE CONDOMINIUM COUNCIL OF CO-OWNERS, INC.**

**1. GENERAL.**

1.1 Description and Name. These are the Bylaws of The Kimball House Square Condominium Council of Co-Owners, Inc., a Kentucky nonprofit corporation ("Council"), which is to be composed of each owner of a Unit in The Kimball House Square Condominium ("Condominium"), as created by JTM HOLDINGS, LLC, a Kentucky limited liability company and FLEXSPACE USA, LLC, a Kentucky limited liability company by a Master Deed (the "Master Deed") dated June 29, 2007, recorded simultaneously herewith in the Office of the Clerk of Fayette County, Kentucky. Certain capitalized terms used herein without definition shall have the meaning ascribed to them in the Master Deed.

1.2 Purposes of Council. The Council, acting in accordance with the Master Deed, the Articles of Incorporation of the Council ("Articles"), and these Bylaws, and through its officers, and through the Board of Directors of the Council (the "Board" or "Board of Directors"), shall govern the affairs of the Condominium and provide for the harmonious use thereof.

1.3 Office. The office of the Council and of the Board shall be located initially at 2704 Old Rosebud Road, Suite 180, Lexington, Kentucky 40509 and thereafter at such other office as the Board may determine from time to time.

1.4 Registered Office. The Council shall maintain a registered office in the Commonwealth of Kentucky as required by Kentucky law. The address of the registered office may be changed from time to time by the Board.

1.5 Fiscal Year. The fiscal year of the Council shall be the calendar year.

1.6 Members' Qualifications. Each owner of record of any Unit, and only such owner of record, shall be a member of the Council ("Member"). Any person or entity, on becoming a record owner of a Unit, shall automatically become a Member and be subject to these Bylaws, and such membership shall terminate without any formal action by the Council when such person or entity ceases to be a record owner of a Unit, but such termination shall not relieve or release such former owner from any liability or obligation incurred or arising during the period of such membership or impair any rights and remedies which the Council or others may have against such former Unit owner arising out of or connected with such former Unit owner's membership in the Council.

1.7 No Capital Shares. The Council shall have no capital shares or shareholders, and its business and affairs shall not be conducted for private pecuniary gain or profit, nor shall any of the Council's gain, profit or property inure to the incorporators thereof, nor officer or director thereof, except as otherwise provided in Article II of the Articles with respect to compensation for services rendered, but the Council's entire gain, profit, net earnings and property shall be devoted exclusively to the purposes set out in Article II of the Articles.

**2. MEMBERS.**

2.1 Annual Meetings. The Council shall notify the Members of the time and place of the first annual meeting ("Initial Meeting") of Members, which shall be held within thirty (30) days from the date of recordation of the Master Deed. Thereafter, the annual meeting of Members shall be held at such time and date as shall be specified by the Board. At such meetings, the Board shall be elected in accordance with the provisions of these Bylaws. The Members may transact such other business at such meetings as may properly come before them.

2.2 Place of Meetings. Meetings of the Members shall be held at the principal office of the Council as set forth in Section 1.3, or at such other place reasonably convenient to the Members as may be designated by the Board.

2.3 Special Meetings. The President of the Council ("President") shall call a special meeting of the Members if so directed by resolution of the Board or upon a petition signed and presented to the Secretary (as hereinafter defined) by the Members owning three (3) or more Units or as otherwise may be required under these Bylaws or the Master Deed. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.4 Notice of Meetings. The Secretary or the President, or Vice President of the Council ("Vice President"), if any, shall mail to each Member a notice of each annual meeting and of each special meeting of the Members, at least five (5) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. The mailing of a notice of meeting in the manner provided in Section 6.1 shall be considered service of notice. Any Member may waive notice of any and all meetings in writing before or after a meeting, and such waiver shall be deemed equivalent to the giving of notice. A Member's attendance at a meeting without objection to such Member's not having received proper notice of the meeting shall be deemed a waiver of the right to receive notice of that meeting.

2.5 Designated Voter. Each Unit shall be entitled to one vote upon each matter submitted to a vote, except that Directors (as hereinafter defined) shall be appointed as provided in Section 3.1. The Unit owner or owners of each of the Units of the Condominium shall designate one individual ("Designated Voter"), who need not be a Member, who alone shall be entitled to vote on behalf of such Unit on all matters put to a vote at all meetings of the Members. The Secretary shall be notified in writing of the identity of the Designated Voter, and of any changes in such identity from time to time occurring. If a Unit is owned by more than one natural person or is under lease, the Designated Voter for such Unit shall be identified by a certificate signed by all of the record owners of the Unit and filed with the Secretary. If a Unit is owned by a corporation, the Designated Voter for such Unit shall be identified by a certificate signed by the President or Vice President and attested by the Secretary or assistant Secretary of the corporation and filed with the Secretary. If a Unit is owned by a limited liability company, the Designated Voter for such Unit shall be identified by a certificate signed by the manager of the limited liability company, or by the managing member of such company if it is member managed, and filed with the Secretary. If a Unit is owned by a trust or estate, the Designated Voter for such Unit shall be identified by a certificate signed by the trustee or personal representative and filed with the Secretary. If a Unit is owned by a partnership, whether general or limited, or a joint venture, the certificate identifying the Designated Voter shall be signed by all general partners or joint venturers, as the case may be, except that the Secretary may rely on a certificate signed only by the managing general partner of a general or limited partnership, provided the managing general partner affirms in such certificate that the partnership has more than five (5) general partners, and provided such signature of the managing general partner is attested to be that of the managing general partner of such partnership by the verified statement of at least two (2) other general partners of such partnership. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until the Secretary receives actual notice of a change in the record ownership of the Unit concerned. At any meeting of the Members, the officers of the Council and the Board shall be entitled to rely on the most recent such notice received by the Secretary as conclusive evidence that only the individual identified therein as the Designated Voter for that Unit is entitled to vote at such meeting on behalf of such Members. If no notice specifying a Designated Voter for a Unit has been received by the Secretary, or if a dispute arises concerning whether the certificate or certificates received by the Secretary with respect to a Unit constitute a valid stipulation of the Designated Voter by the Unit owner of the Unit, no votes in respect of that Unit shall be entitled to be cast at the meeting, and that Unit shall not be considered in any manner in determining whether a quorum is present at the meeting. Any or all Members may be present at any meeting of the Members, but only the Designated Voters may vote at such meetings. One individual may be a Designated Voter for more than one Unit if so designated by Unit owners of more than one Unit. Each Designated Voter shall be entitled to vote in person or by proxy on all matters which are put to a vote at all meetings of Members.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person or entity entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary in a form acceptable to the Secretary before the appointed time of the meeting (except, in the case of a meeting which is adjourned, before the appointed time of the continuation meeting held pursuant to the adjournment).

2.7 Quorum. Members owning a majority of the Units, represented in person or by proxy (or by their Designated Voter), shall constitute a quorum at a meeting of the Members.

2.8 Action by Members. Except as otherwise required or permitted by the express provisions of the Condominium Documents, the vote of a majority of the Members shall be required for action by the Members.

2.9 Informal Action by Members. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Designated Voters entitled to vote with respect to the subject matter thereof.

2.10 Order of Business. The order of business at the annual meetings, and as far as practical at special meetings, shall be:

- (a) Election of chairman of the meeting;
- (b) Identification of Designated Voters and certifying of proxies;
- (c) Reading and disposal of any unapproved minutes;
- (d) Election of inspectors of election;
- (e) Appointment of Directors;
- (f) Unfinished business;
- (g) New business; and
- (h) Adjournment.

### 3. BOARD OF DIRECTORS.

3.1 Number and Qualification. The management of the Condominium shall be under the exclusive control and direction of the Board which shall be composed of three (3) members (sometimes referred to hereinafter individually as a "Director" and collectively, as the "Directors"), all of which shall be designated at the Initial Meeting and at each annual meeting thereafter. At the discretion of the Board, the number of directors may be increased but to not more than a total of seven (7) directors. Any vacancy on the Board shall be filled in accordance with Section 3.3 below.

3.2 Powers and Duties. Except as otherwise provided in the Condominium Documents, the Board shall have the powers and duties necessary for administration of the affairs of the Condominium and may do all such acts and things except as by law or pursuant to the provisions of the Condominium Documents may not be delegated to the Board by the Members. All of the powers and duties of the Council existing under the Kentucky Horizontal Property Law and the Condominium Documents shall be exercised exclusively by the Board acting on its own behalf or through its agents, contractors, or employees, the officers of the Council elected by it, or any managing agent. Such powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Determination of the Common Expenses and Garage Assessments required for the affairs of the Condominium, including, without limitation, operation and maintenance of the Common Elements, and establishment of an appropriate reserve account for such expenses;
- (c) Collection of the common charges from the Members;
- (d) Employment and dismissal of the personnel and contractors necessary for the maintenance and operation of the Common Elements;
- (e) Employment and dismissal of a third party management company to manage and operate the Condominium (as defined in the Master Deed);
- (f) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Condominium Project;
- (g) Opening of bank accounts on behalf of the Council and designating the signatories required therefor;
- (h) Purchasing of Units or Garages at foreclosure or other judicial sales in the name of the Council, or its designee, corporate or otherwise, on behalf of all Members;
- (i) Obtaining insurance for the Condominium Project including, without limitation, any insurance required by the Master Deed;
- (j) Making of repairs, additions and improvements to or alterations of the Condominium Project, and repairs to and restoration of the Condominium Project, including after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (k) Enforcing the remedies available against Members for violation of the provisions of the Condominium Documents, including, without limitation, provisions of the Master Deed and the Rules and Regulations;
- (l) Controlling the use of all Common Elements (consistent with the provisions of the Condominium Documents including, but not limited to, provisions concerning the rights of Members to which Limited Common Elements are appurtenant);
- (m) Changing the name of the Council or the Condominium; and
- (n) Taking all other necessary and proper actions for the prudent management of the Condominium and fulfillment of the terms and provisions of the Condominium Documents.

3.3 Election and Term of Office. The Directors shall be appointed by each Unit at each annual meeting of the Members. Directors shall hold office for a term of one (1) year and subsequently until their respective successors shall have been duly elected, or until such Director is removed pursuant to Section 3.4 below; provided, however, that a Director shall be deemed to have resigned whenever such Director, or firm, corporation, or other entity which elected such Director, conveys the Unit which qualified such individual to become a Director, except for any Directors elected by JTM Holdings, LLC. Any vacancies on the Board shall be filled by the Unit that appointed the Director to be replaced.

3.4 Removal of Directors. Any Director may be removed with or without cause by the vote of the Members owning the Unit(s) that appointed such Director. If a Member removes and replaces

any Director appointed by it, such Member shall give written notice of such removal to the Council and such notice shall also state the name and address of the person who will replace such removed Director. The removal of the Director and appointment of the new Director shall be effective as of the date or dates stated in such written notice.

3.5 Organization Meeting. The initial Directors shall consist of the persons designated in the Articles of Incorporation. The first meeting of the Board shall be held immediately after the Initial Meeting of the Members, and no notice shall be necessary to the newly designated Directors in order legally to constitute such meeting, providing a quorum of the Board shall be present.

3.6 Regular Meetings of Directors. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, by hand delivery, mail or fax, at least five (5) business days prior to the day named for such meeting.

3.7 Special Meetings of Directors. Special meetings of the Board maybe called by a Member on notice to each Director. Special meetings of the Board shall be called by the Secretary in like manner and on like notice on the written request of any two (2) Directors.

3.8 Waiver of Notice. Any Director may at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by such Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting that properly may be transacted pursuant to the provisions of the Condominium Documents and applicable law.

3.9 Voting. Each Director shall be entitled to cast one vote at all meetings of the Board.

3.10 Quorum and Decision of Board. The presence in person of at least a majority of the Directors shall constitute a quorum at all meetings of the Board, and at any meeting of the Board at which a quorum is present, except as otherwise provided in these Bylaws, the vote of at least a majority of the Directors shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, any Director who is present may adjourn the meeting to a later time and place. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Notwithstanding the foregoing, the unanimous vote of all of the Directors shall be required for any transaction involving a Unit owner or an affiliate of same.

3.11 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board, or any action which may be taken at a meeting of the Board or of a committee, may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Directors, or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote.

3.12 Presiding Officer at Directors' Meetings. The presiding officer of a Directors' meeting shall be the President or, if the President is not in attendance, the Vice President, if any. In the absence of the President or Vice President, a majority of the Directors present shall designate one of their number to preside.

3.13 Order of Business at Directors' Meeting. The order of business at Directors' meetings shall be:

- (a) Calling of roll;

- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business; and
- (h) Adjournment.

3.14 Fidelity Bonds. The Board may obtain fidelity bonds for any officers and employees of the Council and its manager or managing agent, if any, handling or responsible for funds of the Council or the Condominium. The premiums on such bonds shall constitute a common expense.

3.15 Contracts of the Council. The Council shall indemnify and hold harmless each of the Directors against all contractual liability to others, and all other loss, claim, cost, and expense (including but not limited to reasonable attorney fees), arising out of contracts made by the Board on behalf of the Council unless any such contract shall have been made in bad faith, with the cost and expense of any such indemnity to be a common expense of the Condominium. It is intended that the Directors shall have no personal liability with respect to any contract made by the Board on behalf of the Council.

Every contract made by the Board on behalf of the Council shall be in the name of the Council and each Member's liability thereunder, if any, shall be limited to such proportion of the total liability thereunder as such Member's interest in the Common Elements bears to the interests of all Members in the Common Elements.

3.16 Liability of the directors. The Directors shall not be liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, gross negligence, or bad faith. The Council shall indemnify and hold harmless each of the Directors against all contractual liability to others, and all other loss, claim, cost, and expense (including but not limited to reasonable attorney fees), arising out of contracts made by the Board on behalf of the Council unless any such contract shall have been made in bad faith, with the cost and expense of any such indemnity to be a Common Expense of the Condominium Project. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Council.

Every contract made by the Board or by the managing agent or by the manager on behalf of the Condominium Project shall provide that the Directors, or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit owners and shall have no personal liability thereunder (except as Unit owners), and that each Unit owner's liability thereunder, if any, shall be limited to the Unit owner's Percentage of Ownership.

3.17 Proviso. Every provision contained in this Section 3 shall be subject to the following proviso: For as long as JTM Holdings, LLC or Flexspace USA, LLC, owns any of the Units, the Board of Directors shall consist solely of those persons designated in the Articles of Incorporation of the Council and thereafter appointed by JTM Holdings, LLC from time to time, and in the event of vacancies (whether created by removal, with or without cause, at the sole option of JTM Holdings, LLC or otherwise), JTM Holdings, LLC shall appoint directors to fill the vacancies. Directors designated by JTM Holdings, LLC in the Articles of Incorporation or to fill vacancies need not be Unit owners.

#### 4. OFFICERS.

4.1 Designation. The principal officers of the Council shall be the President, the Vice-President, and the Secretary-Treasurer, who shall each be elected by vote of the Board. The Board may appoint an assistant Treasurer, an assistant Secretary, and such other officers as in the judgment of the Board may be necessary or desirable to assist in managing the affairs of the Council. The President but no other officers, shall be required to be a Director.

4.2 Election of Officers. The officers of the Council shall be elected annually by the Board at the regular annual meeting of the Board.

4.3 Removal of Officers. Upon the affirmative vote of all of the Directors, any officer may be removed, either with or without cause, and a successor may be appointed at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Council. The President shall preside at all meetings of the Members and of the Board, and shall have all of the general powers and duties, consistent with these Bylaws, which are incident to the office of President of a non-stock, nonprofit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Council.

4.5 Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the board of directors shall appoint some other director to act in the place of the president, on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the board of directors.

4.6 Secretary-Treasurer. The Secretary-Treasurer of the Council ("Secretary") shall keep the minutes of all meetings of the Members and of the Board. The Secretary-Treasurer shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary-Treasurer of a non-stock, non-profit corporation. The Secretary-Treasurer shall also have the responsibility for collecting the common charges assessed by the Board, for assisting the Board in the preparation of the annual budget and the calculation of the common charges, for investing Council funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Secretary-Treasurer shall be responsible for the deposit of all moneys and other valuable property in the name of the Council in such depositories as may from time to time be designated by the Board, and shall, in general, perform all the duties incident to the office of Secretary-Treasurer of a non-stock, nonprofit corporation, including, but not limited to ensuring that a book of detailed accounts of receipts and expenditures affecting the Condominium and its administration is kept in accordance with good accounting procedures, which shall specify the maintenance and repair expenses of the Condominium.

4.7 Agreements, Contracts, Deeds, Checks, Etc. All agreements, deeds, leases, checks, and other contracts of the Council shall be executed by any two officers of the Council authorized by the Board in accordance with these Bylaws, at least one of whom shall be a Director, or by such other person or persons as may be designated by the Board.

4.8 Compensation of Officers. The compensation, if any, of the officers shall be fixed by the Board of Directors and noted in the minutes of the Board of Directors.



## 5. FISCAL MANAGEMENT OF THE PROPERTY.

5.1 Determination of Common Expenses and Fixing of Common Charges. The Board shall from time to time, and at least once each fiscal year, prepare a budget for the Condominium Project, determine the amount of the common charges payable by the Unit owners to meet the Common Expenses of the Condominium Project, and allocate and assess such common charges among the Unit owners in accordance with the Percentage of Ownership.

The common charges shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the board of directors, and the fees and disbursements of any insurance trustee. The Common Expenses shall also include such amounts as the Board deems proper for the operation and maintenance of the property, including, without limitation, for payment of accounting, legal, architectural, or other professional or service fees; an amount for working capital of the council; for a general operating reserve; for a reserve fund for replacements; for a reserve fund for capital expenditures; and to make up any deficit in the common expenses for any prior fiscal year. The Board shall advise all Unit owners promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board as aforesaid and shall furnish to any Unit owner who requests the same, in writing, copies of each budget on which such common charges are based. A copy of the annual budget also shall be sent to any first mortgagee of record of a Unit promptly upon request from such mortgagee.

### 5.2 Utilities.

(a) Water, sewer, gas and electricity service, if needed, shall be supplied to all of the Units, Garages and the Common Elements through separate meters associated with, respectively, each Unit, Garage and the Common Elements. Each Member shall pay all charges for water, sewer, gas and electricity metered to each Unit and Garage owned by such Member promptly after the bills for the same shall have been rendered. The Board shall cause to be paid, as a common expense, all water, sewer, gas and electricity charges metered to the Common Elements.

(b) Heating and air-conditioning expenses, including maintenance, shall be borne by each Member as to all Units and Garages owned by such Member. The Board shall pay, as a Common Expense, any heating and air-conditioning expenses, including maintenance, for the Common Elements.

5.3 Creation of Assessments. There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 5.7. There shall be two (2) types of assessments:

- A. General Assessments to fund Common Expenses; and
- B. Special Assessments as described in Section 5.5 below.

General Assessments shall be levied on all Units as hereinafter set forth, except those Units owned by a Developer. Special Assessments shall be levied as provided in Section 5.5 below. Each Unit owner, by acceptance of its deed, whether or not it shall be so expressed in such deed, is deemed to personally covenant and agree to pay all these assessments.

All assessments, together with interest at a rate not to exceed eighteen percent (18%) or the highest rate allowed by Kentucky law as computed from the date the delinquency first occurs, costs and reasonable attorney's fees, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Unit owner at the time the assessment was made or accrued, and its grantees shall be jointly and severally liable for any assessments that are due payable at the time of conveyance, except to the extent the lien securing same may have been extinguished by judicial proceedings.

The Board shall, upon demand at any time, furnish to any Unit owner liable for any type of assessment a certificate in writing signed by a member of the Board setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Council of such assessment therein stated to have been paid. The Board may require the advance payment of a reasonable processing fee for the issuance of such certificate in an amount determined by the Board.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. The Board of Directors shall have the right to require that an Unit owner authorize the Board of Directors to auto-draft from an account of such Unit owner any assessments due hereunder. Unless the Board of Directors otherwise provides, the General Assessment shall be paid in annual installments. Any installment not paid within ten (10) days of the due date shall be deemed delinquent without notice or demand.

No Unit owner may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of any Common Area or abandonment of the Unit. No diminution or abatement of assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Council or Board to take some action or perform some function required to be taken or performed by the Council or Board under the By-Laws or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Council, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Unit owner.

5.4 Computation of Assessment. It shall be the duty of the Board of Directors, at least thirty (30) days prior to the beginning of each calendar year, to prepare an operating budget covering the estimated costs of operating the Condominium during the coming year. The budget shall include a capital contribution to supplement, if necessary based on the capital budget, the operating reserve fund (the "Operating Reserve") and the improvement reserve fund (the "Improvement Reserve") established pursuant to Section 5.9 below. The amount of the General Assessment to be levied for each calendar year against each Unit under Section 5.3 above shall be computed as of the 1st day of January of each calendar year for the succeeding calendar year based on each Unit's Percentage of Ownership. Units sold by Developer during any year shall be subject to a pro-rata assessment for the period after such Unit is sold based on the then effective annual assessment for all Units. The General Assessment for each Unit shall be determined by multiplying the total operating budget for the Association by the Unit's Percentage of Ownership. The Board of Directors shall cause a copy of the budget and the amount of the General Assessments to be levied against each Unit for the following year to be delivered to each Unit owner.

Notwithstanding the foregoing, in the event the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

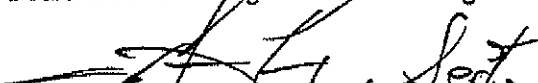
5.5 Special Assessments. In addition to the assessments authorized in Section 5.3, the Board may levy a Special Assessment or Special Assessments in any year applicable to that year. Special Assessments shall be levied against each Unit based on the Unit's Percentage of Ownership in the same manner provided for General Assessments, except to the extent such Special Assessment is levied against just one or more, but not all, Units under the following terms and conditions.

The Board may levy a Special Assessment against any Unit owner to reimburse the Council for costs incurred in bringing a Unit owner and its Unit into compliance with the provisions of the Master Deed, any amendments thereto, the Articles of Incorporation of the Council, the By-Laws of the Council and the Rules and Regulations promulgated by the Board, which Special Assessment may be levied upon the majority vote of the Board of Directors after notice to the Unit owner and an opportunity for a hearing.

6.5 Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

These Bylaws shall not be modified, amended, or repealed except by the unanimous vote of all Units at a regular or special meeting of the Members.

Attached Rules and Regulations were adopted as the  
The Kimball House Square Condominium Council of  
the Board in lieu of an organizational meeting as of June

 Sec.

Marcum King, Secretary

**EXHIBIT D**

**RULES AND REGULATIONS**

**RULES AND REGULATIONS OF**  
**THE KIMBALL HOUSE SQUARE CONDOMINIUM**

**1. GENERAL.**

1.1 The Kimball House Square Condominium Council of Co-Owners, Inc., a Kentucky nonprofit corporation ("Council"), acting through its Board of Directors on behalf of all of the Unit owners of The Kimball House Square Condominium, has adopted the following rules and regulations to govern the operation of The Kimball House Square Condominium, the Master Deed for which is being recorded simultaneously herewith in the office of the county clerk of Fayette County, Kentucky (certain terms used in these regulations without definition have the meanings set forth for them in the Master Deed). These regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the Bylaws of the Council.

1.2 Wherever in these regulations reference is made to "Unit owners", such term shall apply to the owner of any Unit within The Kimball House Square Condominium, to such Unit owner's tenants, servants, employees, agents, visitors, and to any guests, invitees, or licensees of such Unit owner, or the tenant of such Unit owner. Wherever in these regulations reference is made to the Council, such reference shall include the Council and any managing agent for The Kimball House Square Condominium when the managing agent is acting on behalf of the Council.

1.3 The Unit owners shall comply with all the regulations hereinafter set forth governing the units, buildings, stairwells, building entrances, balconies, drives, recreational areas, grounds, parking areas, and any other Common Elements appurtenant to the Condominium Project.

**2. RESTRICTIONS ON USE.**

2.1 Other than the Commercial Units which shall be permitted to be used for commercial purposes, the Condominium Project shall be used only for residential purposes and the other purposes incident thereto and for which the Condominium Project was designed. Notwithstanding the foregoing, no part of the Condominium Project shall be used for any purpose other than as designated and permitted by Section 1.6 of the Master Deed.

2.2 There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Board of Directors except as expressly permitted under the terms of the Condominium Documents. No portion of the Common Elements shall be decorated or furnished by any Unit owner in any manner. The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The sidewalks, building entrances, elevators and stairwells shall be used for no purpose other than for normal transit. No Unit owner shall enter upon the roof of any Building without the prior consent of the Board of Directors or managing agent and no antennas, satellite dishes, or other devices for transmitting or receiving electronic, microwave, or similar signals or any other structure, equipment, or other similar items may be placed on the roof of any Building or in any portion of the Common Elements.

2.3 Nothing shall be done or kept in any of the Common Elements, Units or Garages that will increase the rate of insurance for any Building or contents thereof without the prior written consent of the Board of Directors. No Unit owner shall permit anything to be done or kept in its Unit, Garage or on the Common Elements which will result in the cancellation of insurance on any Building or contents thereof or that would be in violation of any public law, ordinance, or regulation. No waste shall be committed on the Condominium Project. No signage or other advertising materials of any kinds shall be placed on any Common Element, Unit or Garage without the prior consent of the Developer or the Board of Directors which consent may be withheld for any reason. All radio, television, or other electrical equipment of any kind or nature installed or used in a Unit shall fully comply with all rules, regulations,

requirements, or recommendations of the board of fire underwriters and the public authorities having jurisdiction over the same, and the Unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

2.4 All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere.

2.5 The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes, or other articles not suitable to the intended use of such appliances shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Unit owner causing such damage.

2.6 Nothing shall be done to or in any Unit, Garage or Common Element (whether General or Limited) which shall impair or would be likely to impair or change the structural integrity of any Building, nor shall anything be altered or constructed on or separated from the Common Elements, except upon the prior written consent of the Board of Directors.

2.7 No improper, unlawful, noxious, or offensive activity shall be conducted in any Unit, Garage or on the Common Elements, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to the other Unit owners or occupants of the Units. No Unit owner shall make or permit any unreasonably loud or disturbing noises in any Building or do or permit anything to be done which will unreasonably interfere with the rights, comforts, or convenience of other Unit owners. All Unit owners shall keep the volume of any sound-producing device in their Units sufficiently reduced at all times so as not to disturb other Unit owners.

2.8 No Unit or Garage shall be used for any unlawful purpose and no Unit owner shall do or permit any unlawful act in or upon a Unit or Garage.

### 3. PARKING AND STORAGE.

3.1 No personal property may be stored on the Common Elements except in storage areas designated as such by the Condominium Documents or by the Board of Directors. All personal property placed in any portion of any Building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit owner and the Council shall in no event be liable for the loss, destruction, theft, or damage to such property.

3.2 Should an employee of the Council or the managing agent at the request of a Unit owner move, handle, or store any articles in storage rooms or remove any articles therefrom or handle, move, park, or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent solely of the Unit owner and not of the Council for such purpose. The Council shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. Employees of the Council shall be under no obligation to do or perform any of the foregoing, and this Section is solely for the purpose of clarifying that the Council shall have no liability for any such actions by any employee of the Council or of the managing agent.

3.3 No trailers, campers, recreational vehicles, boats, vans, or other large vehicles may be parked on the Condominium Project. All vehicles shall be parked wholly within parking space lines. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.

3.4 Each owner of a Unit that is not a Commercial Unit and that does not own a Garage is hereby given the right to use one (1) parking space designated on the Condominium Floor Plans as parking space #s 24 through 41. Notwithstanding the foregoing, parking spaces designated as #s 1 through 23 shall be for the exclusive use of customers, visitors and invitees of the Commercial Units

on a shared, first-come, first-serve basis on all days of the week other than Sunday during the hours of 9:00 a.m. through 8:00 p.m. In addition, visitors of Units shall be allowed to park in any parking space marked or designated as visitor parking on a shared, first-come, first-serve basis. The Council shall have the authority to reassign parking spaces for use by the individual Units. All Unit owners shall observe and abide by all parking and traffic regulations posted by the Council or by governmental authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit owner's or vehicle owner's sole risk and expense.

3.5 Parking in a manner which blocks sidewalks or driveways or parking in an improper space is not permitted. If any vehicle owned or operated by a Unit owner or any of such Unit owner's tenants, guests, invitees, or licensees shall be illegally or improperly parked or abandoned on the Condominium Project, the Council shall be indemnified and held harmless by such Unit owner for any and all loss, claim, damage, or expense, including but not limited to reasonable attorney fees, that may ensue. Any such vehicle may be towed or removed by the Council at the expense and sole risk of the Unit owner. The Council shall have no responsibility for damage to any vehicle so removed.

#### 4. ENTRY INTO UNITS AND GARAGES.

4.1 The Council or managing agent shall be permitted to use a master key system for the Units and Garages in the Condominium Project; however, should a master key system not be implemented, each Unit owner and Garage owner shall provide the Council or the managing agent, and the Council or the managing agent shall have the right to keep, a working copy of any key(s) or other devices required to gain entry to any Unit or Garage. These key(s) and/or device(s) (collectively, "Emergency Keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Council or managing agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other emergency condition which is likely to adversely affect the Common Elements or other Units or Garages. The Council or managing agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to ensure the proper use of such Emergency Keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a Unit or Garage for purposes other than those noted above. The Council shall have no liability to any Unit owner for failure to enter any Unit or Garage in the event of an emergency, and no such liability shall be assumed by the Council by reason of its possession of Emergency Keys.

4.2 The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or Unit or Garage in a Building at any time reasonably convenient to the Unit owner or Garage owner, as applicable, upon prior written notice (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their proper respective responsibilities.

4.3 Employees and agents of the Council are not authorized to accept packages, keys (other than "Emergency Keys"), money, or articles of any description from or for the benefit of a Unit owner or Garage owner. If packages, keys other than Emergency Keys (whether for a Unit, Garage or an automobile), money, or articles of any description are left with the employees or agents of the Council, the Unit owner and Garage owner assumes the sole risk therefor and the Unit owner and Garage owner, not the Council, shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Council does not assume any responsibility for loss or damage in such cases. Deliveries requiring the Council or the managing agent to provide entrance to a Unit or Garage will not be accepted.

#### 5. COMMON FACILITIES.

5.1 All persons using any of the common facilities which are part of the Common Elements do so at their own risk and sole responsibility. The Council does not assume responsibility for

any occurrence, accident, or injury in connection with such use. Each Unit owner waives any right to make any claim against the Council, its servants, agents, or employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use of any of the common facilities. Each Unit owner shall hold the Council harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such Unit owner arising out of the use of the common facilities, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross negligence of the Council or its agents, servants, or employees in the operation, care, or maintenance of such facilities.

5.2 Any damage to the Building or other Common Elements or equipment caused by a Unit owner or such Unit owner's tenants, guests, invitees, or licensees shall be repaired at the expense of the Unit owner promptly upon request from the Council or any managing agent.

6. COUNCIL.

6.1 Charges and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by check or money order, payable to the order of the Council, or otherwise as the Board of Directors may direct. Cash will not be accepted.

6.2 Complaints regarding the management of the Condominium Project or regarding actions of other Unit owners shall be made in writing to the managing agent or to the Board of Directors. No Unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the managing agent or the Council.

6.3 A Unit owner may apply to the Board of Directors or managing agent for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Directors, for good cause shown, if, in the judgment of the Board of Directors, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the Condominium Project was formed or present a material adverse risk to the Council, the Condominium Project, or the other Unit owners.



**EXHIBIT E**

**ASSIGNMENT OF STORAGE SPACES**

<b>Storage Space Number</b>	<b>Unit Owner</b>
1	261 South Limestone Unit 201
2	261 South Limestone Unit 202
3	261 South Limestone Unit 203
4	261 South Limestone Unit 204
5	261 South Limestone Unit 301
6	261 South Limestone Unit 302
7	261 South Limestone Unit 303
8	261 South Limestone Unit 304