MASTER DEED AND DECLARATION
OF
HORIZONTAL PROPERTY REGIME
FOR
CLIFTON LOFTS

THIS MASTER DEED, and Declaration (hereinafter referred to as "Master Deed"), made and entered into in the County of Jefferson, State of Kentucky on this 31st day of March 2006, by Clifton Lofts, LLC, a Kentucky limited liability company ("Grantor");

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple absolute of land and premises with improvements, easements, rights of way and appurtenances thereto belonging, situated, lying and being in Jefferson County, Kentucky (which land and premises together with certain buildings and improvements heretofore constructed thereon, easements, rights of way and appurtenances thereto is hereinafter referred to as the "Property") and which land and premises are more particularly described as:

BEGINNING at a found "X" cut in the northeasterly line of Frankfort Avenue as shown on a plat by Dunaway Engineering Inc., recorded with an Amended Boundary Line and Easement Agreement of record in Deed Book 8658 Page 100 in the office of the Clerk of Jefferson County, Kentucky (the "Plat"), being the Southwestwardly corner of the property conveyed to Clark Development Group, Inc. by a deed dated October 30, 2002 of record in Deed Book 7993 Page 127 in the office aforesaid ("Clark Development Deed"); thence North 25 degrees 47 minutes 12 seconds east 152.38 feet to a found corner as set out in the description in the Clark Development Deed; thence North 63 degrees 3 minutes 14 seconds West 19.97 feet to a found PK nail; thence with a line of the property described in the Clark Development Deed, North 25 degrees 47 minutes 12 seconds East, 215.97 feet to another found corner as set out in said Clark Development Deed; thence South 67 degrees 50 minutes 13 seconds East, 119.99 feet to a point that is South 25 degrees 47 minutes 12 seconds West, 3 feet to a found "x" cut, then thence South 67 degrees 31 minutes 36 seconds East, 50 feet to a found "IPC# 2747", thence with the Southeastwardly line of the property described in the Clark Development Deed, South 25 degrees 47 minutes 12 seconds West 168.08 feet to a point; thence South 25 degrees 5 minutes 21 seconds West 199.50 feet to a set "X" cut; in the Northeasterly line of Frankfort Avenue as shown on the Plat; thence North 67 degrees 31 minutes 36 second West, 150.64 feet to the point of beginning.

Clifton Lofts LLC, a Kentucky limited liability company, acquired title to subject property by deed dated September 15, 2004 of record in Deed Book 8487 Page 391 and by a Deed of Correction and Deed of Easement dated the _____ day of ________, 2006 of record in Deed Book 8806, Page 40, both in the office aforesaid.
WHEREAS, it is the express desire and intention of the Grantor to submit the said Property to a horizontal property regime pursuant to the Horizontal Property Law, Sections 381.805 through 381.910 of the Kentucky Revised Statutes, as amended, (hereinafter referred to as the "Act") which shall be known as "Clifton Lofts Condominiums" (hereinafter sometimes referred to as the "Condominium"); and

WHEREAS, the Grantor desires to provide for the administration of the said horizontal property regime by the Council of Co-Owners of Clifton Lofts, Inc.(hereinafter referred to as the "Council"); said Council to consist of all the Co-Owners as defined herein, each of whose membership shall automatically arise with ownership of a unit, as defined herein, in the Condominium and cease with the termination of such ownership, all in accordance with the provisions of this Master Deed and the By-Laws attached hereto as Exhibit "B" and made a part hereof.

THEREFORE,

I. The Grantor hereby declares, establishes and creates Clifton Lofts as a horizontal property regime pursuant to the Act and hereby submits the Property to said Condominium in accordance with the terms and conditions of this Master Deed and the attached By-Laws, and the Plans recorded in the Office of the County Court Clerk of Jefferson County, Kentucky, in Apartment Ownership Book 14, Pages 17, through 21, which plans are hereby incorporated by reference herein and made a part hereof.

II. The Property is being submitted herewith in its entirety: The present improvements consist of one building containing a total of 42 residential dwelling units and three commercial units, as more particularly described hereinafter in Paragraph III (and hereinafter referred to as "Units"). The areas of the Property and of the Building are shown on the recorded plans. Each Unit is capable of individual utilization; having its own exit to the common elements of the Condominium. Each of the Units, as more particularly described herein is hereby declared to be held in fee simple and may be retained, occupied, conveyed, transferred, encumbered, inherited or devised in the same manner as any other parcel of real property independent of the other individual Units, by or to one or more owners (herein referred to as "Co-Owner(s)"), each Co-Owner being a person, corporation, trust or any other legal entity or any combination thereof which obtains a particular and unique property right in the Unit or Units and an undivided interest in the General and Limited Common Elements as defined hereinafter in Paragraph III, all of the above in accordance with the provisions of the Act and subject to the conditions herein set forth. Each Co-Owner, his/her tenants, guests, licensees and invitees shall have an unrestricted right of ingress and egress to his or her Unit.

Right of First refusal: When any Co-Owner desires to sell his/her Unit to a person who does not intend to occupy the unit, the Council shall have a right of first refusal to
purchase the Unit (or to provide a substitute buyer) at the same price and under the same
terms and conditions that would be offered to any other purchaser. The Council may
exercise its right of first refusal only if it gives the unit owner notice within 30 days after
it receives notice from the unit owner of the proposed sale that it will exercise its right of
first refusal and then only if the Council (or its substitute buyer) has the ability to exercise
due diligence in completing the purchase of the Unit promptly and properly.

III. The Condominium is hereby divided in the manner and to the extent described
herein and in the Recorded Plans into (a) Units; (b) General Common Elements; and (c)
Limited Common Elements.

(a) Units. "Unit" means an apartment shown on the floor plans hereinabove
described which is capable of individual utilization, with its own exit to the common
elements of the Condominium. The lower boundary of any such Unit is a horizontal plane
(or planes), the elevation of which coincides with the elevation of the upper surface of the
unfinished surface of the floors or sub-floors thereof, extended to intersect the lateral or
perimetal boundaries thereof. The upper boundary of any such Unit is a horizontal
plane (or planes), the elevation of which coincides with the lower surface of the
unfinished ceiling thereof, extended to intersect the lateral or perimetal boundaries
thereof. The lateral perimetal boundaries of any such unit are vertical planes which
coincide with the unexposed surfaces of the perimeter walls of the Unit, to include the
perimeter dry wall, plenums, windows and doors thereof, extended to intersect the upper
and lower boundaries of the Unit. Mechanical equipment and appurtenances located
within any one Unit and designed to serve only that unit, such as appliances, range hoods,
electrical receptacles and outlets, air conditioning compressors and other air conditioning
apparatus, fixtures, and the like, shall be considered part of the unit as shall all decorated
interior surfaces of all interior structural walls, floors and ceilings consisting of, inter alia
and as appropriate, wallpaper, paint, plaster, carpeting and tiles. All pipes, wires, conduits
or other public utility lines or installations constituting a part of the overall system
designed for the service of one or more than one particular Unit, and any structural
members or portion of any Unit or building, and any other property of any other kind,
including fixtures and appliances within any unit, which are not removable without
jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be
deemed to be part of the General Common Elements as hereinafter described and shall
not be a part of any Unit.

(b) General Common Elements. The General Common Elements shall consist of
those areas and facilities which are not Units as hereinabove defined or Limited Common
Elements as hereinbelow defined, including but not limited to: (i) the Property as
hereinabove defined; (ii) the foundations, basements, roofs, slabs, chimneys, perimeter
walls, bearing walls, main walls, structural interior walls and partitions, beams, central
driveway, attic space, pipes, water mains, wires, conduits, air ducts, public utility lines
and meters (now owned by the utility suppliers) and other service installations, regardless
of location, columns, girders, supports, elevator service rooms, laundry rooms and janitor
closets; (iii) the central service systems for distribution of heat and air conditioning, power, light, gas, hot and cold water, including but not limited to the boiler rooms, all compressors, incinerators, water storage tanks, pipes, ducts, flues, chutes, exhaust shafts, interior down spouts, conduits, cable and wire outlets and other utility lines; (iv) the parking areas (including off-street parking spaces), driveways, walkways, paths, trees, shrubbery, gardens, lawn areas, exterior lighting, workout room, roof terrace and devices of common use or necessary to the existence, upkeep, use and safety of the buildings and other Condominium property. The General Common Elements shall be owned in common by all of the Co-Owners. The General Common Elements shall remain undivided and no Co-Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by law.

(c) Limited Common Elements. The Limited Common Elements consist of those so designated on the floor plans and such others as are agreed upon, by a majority of the Co-Owners to be reserved for the exclusive use of a certain Unit or certain number of Units to include owner storage, terraces, patios, stairs or balconies, elevators and elevator lobbies and parking spaces, plus the systems for distribution of heat and air conditioning and all compressors. These Limited Common Elements are reserved for the use and benefit of the Co-Owners of the Units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation in the floor plans or such other as shall be agreed upon by a majority of the Co-Owners to be reserved for the exclusive use of a certain Unit or number of Units. Each Limited Common Element is owned in common by all of the Co-Owners but restricted to the exclusive use and benefit of the Unit or Units to which it is declared to be appurtenant.

Limited Common Elements include ___ parking spaces in the parking area adjacent to the building. Upon the sale of a Unit, Grantor shall assign one or more of the parking garage spaces by deed to the Unit. Upon such assignment by deed, the one or more parking spaces assigned to any Unit shall be deemed to constitute Limited Common Elements appurtenant to that Unit. The right to use such assigned parking spaces may only be transferred (a) in conjunction with the conveyance of the Unit benefited by such space(s) or (b) to another Unit owner, provided that each Unit shall have at least one parking space assigned thereto at all times.

IV. Each Co-Owner shall have an undivided ownership interest in the General and Limited Common Elements and shall share, as assessed in accordance with the provisions of the By-Laws, in the expenses of operating and maintaining the General and Limited Common Elements, except insofar as the By-Laws require the Co-Owner of a Unit, to which the use and enjoyment of Limited Common Elements are reserved, to be responsible for the normal maintenance of those particular Limited Common Elements, in accordance with the percentage attributable to such Co-Owner's Unit, as hereinafter described.

The use of the General and Limited common Elements shall be limited to the Co-
Owners in residence and to their tenants in residence. The use of the General and Limited Common Elements shall be governed by the By-Laws and the rules and regulations as adopted from time to time by the Council.

Tabulated on Exhibit "A" and incorporated by reference, according to Unit designations reflected in the floor plans, are all of the Units in the Condominium, with the percentage of the undivided ownership interest in the General and Limited Common Elements appurtenant to each unit ("Percentage Interest").

V. The administration of the Condominium shall be by the Council in accordance with the provisions of this Master Deed and with the provisions of the By-Laws. All of the Co-Owners shall together constitute the Council. Every Co-Owner or group of Co-Owners of a unit shall automatically be a member of the Council and shall remain a member of the Council until such time as his or her ownership ceases for any reason, at which time his or her membership in the Council shall automatically cease. Other than as an incident to a lawful transfer of title to a unit, membership in the Council shall be non-transferable and any attempted transfer shall be null and void.

VI. In the event that any part or all of the building is partially or totally destroyed and is then rebuilt in substantially the same location, and as a result of such rebuilding any portion of the General and Limited Common Elements encroaches upon the Units, or any of them, or vice-versa, or any of the Units encroach upon another Unit, a valid easement for such encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Easements are hereby reserved through each of the units for the benefit of other Units as may be required for structural repairs, utility lines, plumbing, and for heating, air-conditioning and ventilating ducts in the locations as presently installed in the unit with rights of ingress or egress or as subsequently approved in writing by the Council of Co-Owners in accordance with procedures set forth in the By-Laws, the Co-Owner of the burdened Unit and any mortgagee having a security interest therein.

VII. The undivided interest in the General and Limited Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest may not be expressly mentioned or described in the conveyance or other instrument. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred.

VIII. Each Co-Owner shall comply with the provisions of this Master Deed, the By-Laws, decisions and resolutions of the Board and of the Council or its representatives, as lawfully amended from time to time, and failure to comply with any such provision, decision, or resolution shall be grounds for an action to recover sums due, for damages or for injunctive relief or for any other legal or equitable relief maintainable by the Council Board of Administration on behalf of the Council or, in a proper case, by an aggrieved
Co-Owner.

IX. All present or future owners, tenants, future tenants, or any other person who might use the facilities of the condominium in any manner are subject to the provisions of this Master Deed and the mere acquisition or rental of any of the units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Master Deed are accepted and ratified.

X. A mortgagee or other purchaser of a Unit who obtains title by reason of foreclosure of a mortgage or other security interest covering a Unit, his successors or assigns, shall not be liable for assessments by the Council which became due prior to his acquisition of title. A mortgagee who has purchased a Unit at a foreclosure sale shall not be liable for maintenance charges while it remains in possession of said Unit, so long as it is making a good faith effort to resell said Unit.

XI. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the managing agent or Board as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Council and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Council against the Grantor in excess of the amount therein set forth.

XII. The dedication of the Condominium to the Plan of Ownership herein described shall not be revoked, nor shall the condominium be removed from the Plan of Ownership, or any of the provisions herein amended unless all of the Co-Owners and holders of all of the deeds of trust, mortgages, or other security interests covering the Units and all other parties having any security interest in any Unit unanimously agree to such revocation, amendment or removal of the Condominium from the plan by duly recorded instruments, except as provided in those portions of Article VI of the By-Laws that deal with destruction of the Units, or by operation of law.

XIII. The submission of the property is subject to all covenants, conditions, easements, and restrictions now recorded or hereafter placed on record.

XIV. The Agent for service of process shall be the President of the Council.

XV. Nothing contained herein shall be deemed or construed to dedicate to private or public use or to create a general scheme of development in or to vest rights and/or benefits with respect to any other property owned or hereafter acquired by the Grantor, its successors and assigns.
XVI. It is the intention of the Grantor that the provisions of this Master Deed are severable so that if any provision, condition, covenant, or restriction thereof shall be invalid or void under any applicable federal, state or local law or ordinance, the remainder shall be unaffected thereby. In the event that any provision, condition, covenant or restriction thereof is, at the time of recording this Master Deed, void, voidable or unenforceable as being contrary to any applicable federal, state or local law or ordinance, the Grantor, its successors and assigns and all persons claiming by, through or under this Master Deed covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability, or unenforceability, shall be deemed to apply retrospectively to this Master Deed, thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein declared as fully as if they had been in effect at the time of the execution of this instrument.

XVII. Grantor reserves the right without the consent of the Board or the Unit owners until (1) the expiration of a three(3) year period from the date of this Declaration or (2) the date upon which the Grantor no longer owns any Units, whichever shall occur first, to amend this Declaration in any way necessary to correct clerical or typographical errors; to make nominal changes; to clarify Grantor’s original intent; to make any changes necessary or desirable to meet the requirements of any institutional lender, the Federal Housing Administration (“FHA”), the Veterans Administration (“VA”), the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”), or any agency which insures loans on condominium units; to add fences, landscaping, recreational facilities or paved areas to the Condominium Property; or to make changes in any previously declared but unsold Unit to assist Grantor in its marketing of such Unit, provided that no such change will materially decrease the value of that Unit.

(a) To the extent that certain Units are under construction as of the date this declaration is filed for record, the Grantor, by amendment hereto in accordance with Section 381.830, of the Act, may redistribute the percentages of interest in the Common Areas and Facilities on an as-built basis.

(b) Grantor further reserves the right to amend this Master Deed and the Bylaws to ass provisions affecting the commercial Units.

(c) Each Unit owner and that owner’s mortgagee(s), by acceptance of a deed to a Unit or a mortgage encumbering such Unit, shall be deemed (a) to have consented to and approved all amendments of this Declaration by Grantor under this Paragraph XVII, and (b) to have irrevocably appointed Grantor as such owner’s or mortgagee’s proxy and Attorney-in-Fact to vote for, execute, acknowledge, and record for an in the name of such Unit owner and mortgagee any amendment or amendments under subparagraph (a) of this paragraph XVII, any plats or other instruments relating to the commercial units, and to
execute, acknowledge, and record a consent to such amendment or amendments, other than amendments adversely affecting such Unit owners' or mortgagees' rights. This power of attorney runs with the land and is coupled with an interest.

(d) Any instrument including any amendments under this Paragraph XVII must be executed and recorded with the same formalities as this instrument and must refer to the volume and page number under which the initial page of this Declaration is recorded. Except as otherwise required by the above or other provisions of the Declaration or by the Act, no further consent of any unit owner or mortgagee shall be required for an amendment for Minor Changes to be effective.

(e) Until Grantor has sold and closed the sale of all Grantor owned Units, neither the Unit owners nor the Association nor the use of the Condominium Property shall interfere with Grantors sale of its Units. Grantor may make such use of the unsold Units and the Common Areas as may facilitate such sale, including, but not limited to, maintenance of sales offices and models, showing of the Condominium Property, display of signs, and other promotional devices. Grantor may use and occupy any management office on the Condominium Property for a sale office and may conduct promotional activities, including the use of any amenities for such purpose.

IN TESTIMONY WHEREOF, witness the signature of the Grantor this 31st day of March, 2006.

Clifton Lofts, LLC

By: John M. Clark, Member

STATE OF KENTUCKY  )

(COUNTY OF JEFFERSON )

I, a Notary Public in and for the State and County aforesaid do hereby certify that on this the 31st day of March, 2006, appeared before me John H. Class as Manager of Clifton Lofts, LLC, a Kentucky Limited Liability Company, party thereto and before me acknowledged that be executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of Clifton Lofts, LLC, a Kentucky Limited Liability Company.

Witness my signature this 31st day of March, 2005.

My Commission expires: 5-30-09.

[Signature]

Notary Public, State at Large, Kentucky
THIS INSTRUMENT PREPARED BY:

TERRENCE L. MCCOY, ATTORNEY
ONE RIVERFRONT PLAZA, SUITE 1400
401 W MAIN STREET
LOUISVILLE, KY 40202
(502) 584-1000
EXHIBIT A

<table>
<thead>
<tr>
<th>Unit No.</th>
<th>Square Feet</th>
<th>Percentage Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retail Unit 1</td>
<td>2,713 Sq. Ft.</td>
<td>4.7176 %</td>
</tr>
<tr>
<td>Retail Unit 2</td>
<td>1,035 Sq. Ft.</td>
<td>1.7997 %</td>
</tr>
<tr>
<td>Retail Unit 3</td>
<td>2,498 Sq. Ft.</td>
<td>4.3437 %</td>
</tr>
<tr>
<td>Fitness Unit</td>
<td>604 Sq. Ft.</td>
<td>1.0503 %</td>
</tr>
<tr>
<td>Post Office Unit</td>
<td>119 Sq. Ft.</td>
<td>0.2069 %</td>
</tr>
<tr>
<td>UNIT 200</td>
<td>1,270 Sq. Ft.</td>
<td>2.2084 %</td>
</tr>
<tr>
<td>UNIT 201</td>
<td>962 Sq. Ft.</td>
<td>1.6728 %</td>
</tr>
<tr>
<td>UNIT 202</td>
<td>869 Sq. Ft.</td>
<td>1.5111 %</td>
</tr>
<tr>
<td>UNIT 203</td>
<td>811 Sq. Ft.</td>
<td>1.4102 %</td>
</tr>
<tr>
<td>UNIT 204</td>
<td>1,440 Sq. Ft.</td>
<td>2.5040 %</td>
</tr>
<tr>
<td>UNIT 205</td>
<td>1,122 Sq. Ft.</td>
<td>1.9510 %</td>
</tr>
<tr>
<td>UNIT 206</td>
<td>1,118 Sq. Ft.</td>
<td>1.9441 %</td>
</tr>
<tr>
<td>UNIT 207</td>
<td>1,130 Sq. Ft.</td>
<td>1.9649 %</td>
</tr>
<tr>
<td>UNIT 208</td>
<td>1,122 Sq. Ft.</td>
<td>1.9510 %</td>
</tr>
<tr>
<td>UNIT 209</td>
<td>1,255 Sq. Ft.</td>
<td>2.1823 %</td>
</tr>
<tr>
<td>UNIT 210</td>
<td>888 Sq. Ft.</td>
<td>1.5441 %</td>
</tr>
<tr>
<td>UNIT 211</td>
<td>1,270 Sq. Ft.</td>
<td>2.2084 %</td>
</tr>
<tr>
<td>UNIT 212</td>
<td>1,134 Sq. Ft.</td>
<td>1.9719 %</td>
</tr>
<tr>
<td>UNIT 213</td>
<td>1,184 Sq. Ft.</td>
<td>2.0588 %</td>
</tr>
<tr>
<td>UNIT 214</td>
<td>1,098 Sq. Ft.</td>
<td>1.9093 %</td>
</tr>
<tr>
<td>UNIT 215</td>
<td>1,143 Sq. Ft.</td>
<td>1.9875 %</td>
</tr>
<tr>
<td>UNIT 300</td>
<td>1,265 Sq. Ft.</td>
<td>2.1997 %</td>
</tr>
<tr>
<td>UNIT 301</td>
<td>964 Sq. Ft.</td>
<td>1.6763 %</td>
</tr>
<tr>
<td>UNIT 302</td>
<td>865 Sq. Ft.</td>
<td>1.5041 %</td>
</tr>
<tr>
<td>UNIT 303</td>
<td>817 Sq. Ft.</td>
<td>1.4207 %</td>
</tr>
<tr>
<td>UNIT 304</td>
<td>1,472 Sq. Ft.</td>
<td>2.5596 %</td>
</tr>
<tr>
<td>UNIT 305</td>
<td>1,115 Sq. Ft.</td>
<td>1.9389 %</td>
</tr>
<tr>
<td>UNIT 306</td>
<td>1,116 Sq. Ft.</td>
<td>1.9406 %</td>
</tr>
<tr>
<td>UNIT 307</td>
<td>1,123 Sq. Ft.</td>
<td>1.9528 %</td>
</tr>
<tr>
<td>UNIT 308</td>
<td>1,106 Sq. Ft.</td>
<td>1.9232 %</td>
</tr>
<tr>
<td>UNIT 309</td>
<td>1,263 Sq. Ft.</td>
<td>2.1962 %</td>
</tr>
<tr>
<td>UNIT 310</td>
<td>871 Sq. Ft.</td>
<td>1.5146 %</td>
</tr>
<tr>
<td>UNIT 311</td>
<td>1,265 Sq. Ft.</td>
<td>2.1997 %</td>
</tr>
<tr>
<td>UNIT 312</td>
<td>1,142 Sq. Ft.</td>
<td>1.9858 %</td>
</tr>
<tr>
<td>UNIT 313</td>
<td>1,175 Sq. Ft.</td>
<td>2.0432 %</td>
</tr>
<tr>
<td>UNIT 314</td>
<td>1,098 Sq. Ft.</td>
<td>1.9093 %</td>
</tr>
<tr>
<td>UNIT 315</td>
<td>1,143 Sq. Ft.</td>
<td>1.9875 %</td>
</tr>
<tr>
<td>UNIT 400</td>
<td>2,017 Sq. Ft.</td>
<td>3.5073 %</td>
</tr>
<tr>
<td>UNIT</td>
<td>Square Feet</td>
<td>Percentage</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>401</td>
<td>1,621</td>
<td>2.8187</td>
</tr>
<tr>
<td>402</td>
<td>1,349</td>
<td>2.3458</td>
</tr>
<tr>
<td>403</td>
<td>1,115</td>
<td>1.9389</td>
</tr>
<tr>
<td>404</td>
<td>1,116</td>
<td>1.9406</td>
</tr>
<tr>
<td>405</td>
<td>1,123</td>
<td>1.9528</td>
</tr>
<tr>
<td>406</td>
<td>2,025</td>
<td>3.5212</td>
</tr>
<tr>
<td>407</td>
<td>1,197</td>
<td>2.0814</td>
</tr>
<tr>
<td>408</td>
<td>1,276</td>
<td>2.2188</td>
</tr>
<tr>
<td>409</td>
<td>2,084</td>
<td>3.6238</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>57,508</strong></td>
<td><strong>100.0000%</strong></td>
</tr>
</tbody>
</table>
EXHIBIT B BY-LAWS
OF CLIFTON LOFTS

ARTICLE I
PLAN OF OWNERSHIP

1. Condominium submission. The Condominium project known as "CLIFTON LOFTS" (hereinafter called the "Condominium") located in Jefferson County, Kentucky, has been declared and constituted a Horizontal Property Regime by the Master Deed to which these By-Laws are appended as a part, and shall be governed by the said Master Deed and these By-Laws.

2. By-Laws Applicability. The provisions of these By-Laws are applicable to the property described in the Master Deed, including the land, the buildings, and all improvements and structures thereon, as well as all easements, rights-of-way and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these By-Laws, and the applicable laws of the Commonwealth of Kentucky.

3. Personal Application. All present and future Co-Owners, tenants, future tenants; their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to these By-Laws and to the rules and regulations issued by the Council of Co-Owners to govern the conduct of its members. Acquisition, rental, or occupancy of any of the apartments (hereinafter referred to as "Units") in the Condominium shall constitute an acknowledgment that the said Co-Owner, tenant or occupant has accepted and ratified these By-Laws, the provisions of the Master Deed and the rules and regulations of the Council of Co-Owners and will comply with them.

ARTICLE II
COUNCIL OF CO-OWNERS

1. Constitution. There is hereby constituted the Council of Co-Owners of Clifton Lofts (hereinafter called the "Council"), which shall be comprised of each person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any unit in the Condominium.

2. Voting. Voting at all meetings of the Council, in person or by proxy, shall be on a percentage basis with the Co-Owner of each Unit being entitled to vote the individual Percentage Interest allocated to his/her Unit in paragraph IV of the Master Deed. Where a Unit is owned by more than one person, all the Co-Owners thereof shall be collectively entitled to the vote assigned to such unit and such Co-Owner shall, in
writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Co-Owners of such Unit of which he or she is a part owner until such authorization shall have been changed in writing.

3. Majority of Co-Owners. "Majority of Co-Owners" means Co-Owners representing fifty-one percent (51%) or more of the total individual Percentage Interests of the Condominium.

4. Duties. The Council shall be responsible for over-all policy and administration of the Condominium, but, except as otherwise provided in these By-Laws or by statute, shall act by and through its elected Board of Administration.

5. Place of Meeting. Meetings of the Council shall be held at such place as may be designated in the notice of the meeting.

6. Annual Meeting. The first annual meeting of the Council shall be held within one hundred eighty (180) days after seventy-five per cent (75%) of the Units have been sold and title to the same has been conveyed, or the ___ day of ______________, _____, whichever shall first occur. Thereafter, the annual meeting shall be held during the first week of June of each succeeding year. At such meetings there shall be elected by ballot a Board of Administration in accordance with the requirements of these By-Laws. The Council may also transact such other business as may properly come before it.

7. Notice of Annual Meeting. Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each Co-Owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days prior to the meeting.

8. Special Meeting. A special meeting of the Council for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President of the Council, and shall be called by the President upon a petition signed by Co-Owners representing thirty per cent (30%) or more of the total value of the Condominium and presented to the Secretary of the Council. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting, except as stated in the notice. Notwithstanding the above provisions, no special meeting may be called until after the first annual meeting, except on resolution of the Board.

9. Notice of Special Meeting. Written notice of a special meeting, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be served upon or mailed (such mailing to be considered notice served) to each Co-Owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days before such meeting.
10. **Voting Requirements.** A Co-owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Council if, and only if, he/she shall have fully paid all assessments made or levied against him/her and his/her Unit by the Council, together with all interest, costs of attorney's fees, penalties and other expenses, if any, properly chargeable to him/her and against his/her Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

11. **Proxies.** At all meetings of the Council, each Co-Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Co-Owner for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Proxies must be filed with the Secretary of the Council at least two (2) days before the time appointed for the meeting in the Notice. A Co-Owner may only appoint any other Co-Owner or the Grantor as his proxy.

12. **Quorum.** Except as may otherwise be provided herein or by statute, a Majority of Co-Owners shall constitute a quorum for conducting official business and adopting resolutions. If, however, such quorum shall not be present or represented at any meeting, the Co-Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. Any business may be transacted at such adjourned meeting which might have been transacted at the meeting originally called.

13. **Council Action.** When a quorum is present at any meeting, the vote of a majority of the total undivided Percentage Interests of the Co-Owners present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one, upon which by express provision of the Statutes, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

14. **Order of Business.** The order of business at all meetings of the Council of Co-Owners shall be as follows: (a) roll call; (b) Proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) unfinished business; and (g) new business.

15. **Dispensing with Vote.** Whenever the vote of the Co-Owners at a meeting is required or permitted, by any provision of the Statutes or of these By-Laws, to be taken, the meeting and vote of Co-Owners may be dispensed with, if all the Co-Owners who would have been entitled to vote upon the action, had such meeting been held, shall consent in writing to such action being taken.
16. Records Available for Inspection. The Council shall keep current copies of the Master Deed, these By-Laws, with any amendments thereto its articles of incorporation and any other rules concerning the condominium, as well as its own books, records and financial statements. All these records shall be made available to any Co-Owner during normal business hours.

ARTICLE III
BOARD OF ADMINISTRATION

1. Powers and Duties. The affairs and business of the Condominium shall be managed by a Board of Administration, sometimes hereinafter referred to as the "Board", which may exercise such powers and perform such duties and lawful acts as are not required by statute or these By-Laws to be performed by the Council or others. The Board shall have the power and authority to adopt rules and regulations from time to time for the administration of the affairs of the Condominium, the operation and use of the common elements, and the enjoyment of its Co-Owners, provided that no rule or regulation shall be in conflict with the statutes or these By-Laws, and provided further that no rule or regulation shall be construed as to impair in any manner the lien of any mortgagee or holder of a note secured by a Mortgage, deed of trust or other security interest if said rule or regulations is enacted after the execution of said mortgage, deed of trust or other security interest.

2. Responsibilities of the Board. It shall be the responsibility of the Board,

(a) To provide for the care, upkeep, protection, and maintenance and improvements of the common elements of the Condominium, and in connection therewith, to enter into service, employment, and other contract incident thereto, and to employ, supervise and dismiss employees, agents and attorneys required therefore;

(b) To prepare for submission to the annual meeting of the Council a budget to facilitate the establishment of the amount to be assessed against the Co-Owners for common expenses;

(c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the Condominium;

(d) To obtain insurance as hereinafter provided;
(e) To enforce the provisions of the Master Deed, these By-Laws and any amendments thereto, and such rules and regulations as the Board may issue from time to time, including the right to sue on behalf of the Council and the Condominium;

(f) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common elements.

3. Management.

(a) The Condominium, by and through the Board, shall employ for the Council a professional management agent at a compensation to be established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article III. The management agent's contract shall provide that it may be terminated at any time without cause. However, the Board shall not enter into a management agreement with a new managing agent without thirty (30) days prior written notice to and the receipt of written consent from all mortgagees. In no event shall the Board undertake self-management unless all mortgagees have given their prior written approval.

(b) This Section 3 of Article III was adopted as an inducement to all mortgagees to make loans to Co-Owners purchasing Units. In case of a default, any mortgagee may apply to any appropriate Court for specific performance of this condition and the Condominium shall be responsible for all costs connected with such action, including reasonable attorney's fees for mortgagee's counsel.

4. Validity of Contracts. No contracts or other transaction between the Board and any other legal entity, and no act of the Board shall in any way be affected or invalidated by virtue of the fact that any of the officers or members of the Board are pecuniarily or otherwise interested in, or are Directors or officers of, such other legal entity, provided, however, that any such transaction shall be an arms length dealing.

5. Number of Members of Board and Initial Selection of Board. The number of members of the Board who shall constitute the whole board shall not be less than five (5) nor more than nine (9). The initial board shall be comprised of five (5) persons who shall be appointed by the Board of Directors of Grantor; they shall serve until the election of the Board takes place at the first annual meeting of the Council.

6. Election and Term of Office. At the first annual meeting of the Council, nine (9) members of the Board shall be elected. The term of office of three (3) members shall be fixed at one (1) year, the term of office of three (3) members shall be fixed at two (2) years and the term of office of three (3) members shall be fixed at three (3)
years. At the expiration of the initial term of office of each respective Board member, each successor shall be elected at subsequent annual meetings of the Council to serve a term of three (3) years. The Board members shall hold office until their successors have been elected and hold their first meeting.

Notwithstanding anything contained in these By-Laws to the contrary, for two years after date, or so long as Grantor continues to be the legal title holder of five or more Units in the Condominium, whichever shall last occur, Grantor shall have the right to select a majority of the Board of Administration and to fill any vacancy occurring from the death, resignation or removal of any Board member chosen by it; and so long as Grantor continues to be the owner of Twenty-three (23) Units or more in the condominium Grantor shall have the right to select all the members of the Board and to fill any vacancy occurring from the death, resignation or removal of any such member. This last paragraph of Article III, Section 6, may not be changed except by unanimous vote of the Co-Owners. Grantor's appointees need not be residents of, nor owners of, any Unit and Grantor shall have the right in its sole discretion to replace such members of the Board and designate their successors if vacancies occur for any reason. Provided, however, notwithstanding any other provisions contained in this paragraph Grantor may relinquish control of the Board at any time, in writing and subject to any conditions which may be contained in that writing.

7. Organization Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Board at the meeting at which such Board were elected, and no notice shall be necessary to the newly elected Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

8. Regular Meetings. Regular meeting of the Board may be held at such time and place determined, from time to time, by a majority of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each member of the Board. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board.

10. Waiver of Notice. Before or at any meeting of the Board any member may, in writing waive notice of such meeting and such waiver shall be deemed equivalent to
the giving of such notice. Attendance by a member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board is present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. **Board Quorum.** At all meetings of the Board, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum shall be present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. **Vacancies.** Except as provided in Sections 5 and 6 of this Article III, vacancies in the Board caused by any reason other than removal of a member by a vote of the Council shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum of said Board; and each person so elected shall be a Board member until a successor is elected at the next annual meeting of the Council.

13. **Removal of Board Members.** At a regular or special meeting duly called, any Board member, except as provided in Article III, Sections 5 and 6 hereof, may be removed with or without cause by the affirmative vote of the majority of Co-Owners and a successor may then and there be elected to fill the vacancy thus created. Any board member whose removal has been proposed by a Co-Owner or the Council shall be given an opportunity to be heard at the Meeting. The term of any Board member who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due the Council shall automatically be terminated and the remaining members shall appoint his/her successor as provided in this Article.

14. **Compensation.** Board members, as such, may receive for their services such compensation as shall be determined by the Council from time to time. Nothing herein contained shall be construed to preclude any Board member from serving the Council in any other capacity and receiving additional compensation therefore.

15. **Report of Board.** The Board shall present at each annual meeting, and when called for by vote of the Council at any special meeting of the Council, a full and clear statement of the business and condition of the Condominium.

16. **Fidelity Bonds.** The Board shall require that all officers, agents and employees of the Council handling or responsible for funds furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Council.
ARTICLE IV
OFFICERS

1. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Council. Two or more offices may be held by the same person; but the President shall not hold any other office.

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

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer may be removed at any time by the affirmative vote of a majority of the Council. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by majority vote of the Council.

4. President. The President shall be the chief executive officer; he/she shall preside at meetings of the Council of Co-Owners and shall be an ex-officio member of all committees; he/she shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Council are carried into effect.

5. Vice-President. The Vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the President, and shall perform such other duties as the Council shall prescribe. If neither the President nor the Vice-President is able to act, the Council shall appoint a member of the Council to do so on an interim basis.

6. Secretary. The Secretary shall attend all meetings of the Council and record all votes and the minutes of all proceedings in a book to be kept by him/her for that purpose and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the Council, and shall perform such other duties as may be prescribed by the Council or President. The Secretary shall compile and keep up to date at the principal office of the Council, a complete list of the Co-Owners and their last known post office addresses. This list shall be open to inspection by all Co-Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute books of the Council, containing the minutes of all
annual and special meetings of the Council and all sessions of the Board including resolutions adopted thereat.

7. **Treasurer.** The Treasurer shall have the custody of all funds and securities and shall keep full and accurate records of receipts and disbursements and shall deposit all moneys and other valuable effects in such depositories as may be designated by the Council. He/she shall disburse funds as ordered by the Council taking proper vouchers for such disbursements, and shall render to the President and Council, at meetings of the Council, or whenever they may require it, an account of all of his/her transactions as Treasurer and of the financial condition of the Condominium. He/she shall give a bond, the premium therefore to be considered a common expense, in such sum, and with such surety or sureties as shall be satisfactory to the Board, for the faithful performance of the duties of his/her office and for the restoration, in case of his/her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control.

8. **Annual Accounting.** All books and records shall be kept in accordance with good accounting practices on a calendar year basis beginning the first day of January in each year and the same shall be audited annually by a person or persons to be selected by the Council. The audited financial statement shall be made available within 120 days of the end of the year. The report of such audit shall be made available to the Council. In addition, the audit shall be provided to the holder, insurer, or guarantor of any first mortgage that is secured by a unit in the Condominium on submission of a written request for it.

9. **Indemnification.** Every officer of the Council shall be indemnified by the Council against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been an officer of the Council or any settlement thereof, whether or not he/she is an officer at the time such expenses are incurred, except in such cases wherein the officer is adjudged guilty by a competent Court of record of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Council approves such settlement and reimbursement as being in the best interests of the Council. The foregoing right to indemnification shall be in addition to and not exclusive of all other rights to which such officer may be entitled.

**ARTICLE V**

**OPERATION OF THE PROPERTY**

"g"
1. Common Expenses. Common expenses, in general, shall include, but not necessarily be limited to, the costs of maintenance, repair or replacement of the common elements; garbage and trash collection, gas and electricity, water, sewer, and utility service to the common elements; the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums, the fees of the Insurance Trustee, service contracts and employee salaries. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Council or its designee, corporate or otherwise, on behalf of all the Co-Owners, of any unit in the Condominium whose owner has elected to sell or lease such unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

   Included in common expenses shall be the cost of periodic maintenance of elevators and cleaning of dryer vents.

2. Determination of Common Expenses and Fixing of Common Charges. At each annual meeting, the Council shall fix and determine the amount deemed necessary to provide for the costs of administration and common expenses in the then current year, and shall assess said amount against all Units in the Condominium in accordance with their individual Percentage Interests as set forth in paragraph IV of the Master Deed. To assist the Council in determining such amount, the notice of the annual meeting mailed to Co-Owners shall be accompanied by the estimated budget prepared by the Treasurer until the first annual meeting, common charges shall be based on the budget to be prepared by the Grantor, and said budget is hereby fixed and assessed as a common charge on each Unit in accordance with the Percentage Interests stated in the Master Deed.

3. Notification of Common Charges. The Treasurer shall advise all Co-Owners promptly in writing of the amount of common charges payable by each of them, respectively, and shall furnish copies of the budget on which such charges are based, to all Co-Owners.

4. Lien for Common Expenses. Each Co-Owner is obligated to pay the charges levied and assessed against his/her Unit for payment of common expenses, and such amount shall constitute a lien against said unit from the day of assessment until the date of full payment. At the option of the Council, said amount shall be made payable in
advance, in monthly, quarterly, or other convenient installments. All Unit owners shall arrange to have their maintenance fees deposited directly into the Council’s bank account. The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Board that the payments on said lien were current as of the recodation date of such mortgage instrument or other encumbrance.

5. Payment of Lien After Transfer. Upon the voluntary sale or conveyance of a Unit there shall be paid or provided from the sales proceeds, or by the grantee, an amount sufficient to satisfy any unpaid portion of assessments due and payable as of the date of conveyance. Any purchaser or lender in connection with any such sale or conveyance shall be entitled to a statement furnished by the Treasurer, setting forth in detail the amount of any unpaid assessment owed by the Seller, or borrower and such purchaser or lender shall be entitled to rely on such statement and shall have no liability for, nor shall the unit be encumbered with an amount of unpaid assessments greater than that shown in said statement. Upon an involuntary sale through foreclosure of a mortgage or encumbrance having a preference, a purchaser thereunder shall not be liable for any installments of such lien as became due subsequent to the recording of such deed of trust, mortgage or encumbrance. A Mortgagor in possession after a foreclosure sale, so long as it is making a good faith effort to resell said unit, shall not be responsible for maintenance charges coming due while it is in possession. A third party purchaser at a foreclosure sale shall be liable for maintenance charges coming due after his purchase just as any other unit owner. No Co-Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of these By-Laws) of such Unit. In addition, any Co-Owner may, subject to the terms and conditions specified in these By-Laws, provided that his/her Unit is free and clear of liens and encumbrances other than a first mortgage held by an institutional lender or a vendor's lien and the statutory lien for unpaid taxes, convey his/her Unit to the Council, or its designee, corporate or otherwise, on behalf of all other Co-Owners, and in such event be exempt from common charges thereafter assessed.

6. Default in Payment of Lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of common expenses, the Council may declare any remaining balance of said lien at once due and payable. The Council shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Council may institute a suit to recover a money judgment for the same, together with interest thereon at the legal rate of interest
on judgments and reasonable expenses of collection including reasonable attorneys’ fees, without foreclosing or waiving the lien hereinbefore provided.

7. Lien Enforcement. The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time to time be provided by the Laws of the Commonwealth of Kentucky for the foreclosure of mortgages. In any action brought by the Council to Foreclose a lien on a Unit because of unpaid charges, the Co-Owner shall be required to pay a reasonable rental for the use of his/her Unit and the Council as a plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

8. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units it is necessary that the Council have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following shall be deemed prohibited uses or nuisances:

(a) No Co-Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or about the condominium except (i) temporary real state signs not more than four square feet in area advertising a Unit for sale or rent, provided, however, that for-sale signs facing the river may be no larger than four feet by eight feet, (ii) temporary signs in connection with the repair or renovation of a Unit, or (iii) as authorized by the Council. This restriction shall not apply to advertisements, signs or posters utilized by the Grantor, or its agents, in selling the units.

(b) All units shall be used exclusively for private residential purposes except for such temporary non-residential uses as may be permitted by the Board from time to time. This provision shall not, however, be so construed as to prevent the Grantor from using any Unit for model or display purposes nor so as to prohibit the leasing of Units owned by the Grantor subject to all of the provisions of the Master Deed and these By-Laws.

(c) No clothing, laundry, rugs or wash shall be hung from or spread upon or from any patio, window or exterior portion of a Unit or in or upon any common element.

(d) No animal, other than common household pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, bred or maintained for commercial purposes in any Unit. Co-owners shall be limited to two pets not exceeding 50 lbs. per pet per unit. Waivers of these regulations, e.g., personal service dogs shall be considered and acted on by the Board.
(e) Co-Owners shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other Co-Owners.

(f) No Co-Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., which protrude through the walls or the roof of the project or is otherwise visible on the exterior of the project except as authorized by the Council.

(g) No elements of the Condominium may be used for any unlawful purpose.

(h) No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

(i) A Co-Owner shall not place or cause to be placed in the public hallways, walkways, parking lots or other common areas or common facilities, other than a patio or balcony to which such Co-Owner has sole access, any furniture, packages or objects of any kind. The public walkways shall be used for no purpose other than for normal transit through them. In the use of the common elements of the Condominium, Co-Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules and regulations adopted by the Council. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

A Co-Owner shall grant a right of access to his/her unit to any person authorized by the Council for the purpose of making inspections or for the purpose of correcting any condition originating in his/her Unit and threatening another Unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his/her Unit or elsewhere in the building, or to correct any condition which violates the provisions of any deed of trust or mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Co-Owners. In case of an emergency, such right of entry shall be immediate whether the Co-Owner is present at the time or not.

Any owner of a Unit may lease said Unit provided that
"14"

(i) a fully executed copy of said lease or renewal thereof shall be delivered to the Board within (10) days of execution;

(ii) any such lease shall be consistent with the provisions of the Master Deed, these By-Laws, as the same may be amended from time to time, and with the rules and regulations of the condominium as may be promulgated from time to time; and

(iii) any such lease shall provide that the violation of any provision of the Master Deed or the Bylaws shall constitute a default under the lease; and

(iv) that the Council shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Landlord thereunder; in the event of a default by the tenant in the performance of such lease.

9. **Abating and Enjoining Violations by Co-Owners or Tenants.** The violation of any rule or regulation adopted by the Council or the Board of any provision of the By-Laws contained herein, or the breach of any provision of the Master Deed, shall give the Council the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Co-Owner at fault, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Council shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. Provided, however, that before any items of construction can be altered or demolished by the Council appropriate legal proceedings must be instituted.

10. **Maintenance and Repair.** Each Co-Owner shall be responsible for the care, upkeep, protection and maintenance of his/her unit. His/her responsibility shall include, but shall not be limited to, the following: the interior surfaces of the walls, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator and range, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his/her unit or which serve only his/her Unit and no other. Every Co-Owner must perform promptly all maintenance and repair work within his/her own Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Co-Owners, and every Co-Owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owners or by the Council resulting from or caused by said Co-Owner's failure to maintain or repair as herein provided. Each Co-Owner shall perform his/her responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners. The Co-Owner of any Unit shall, at his/her own expense, clean and maintain all windows of the unit and shall, at
his/her own expense, clean and maintain the glass surfaces of all glass entry doors of the Unit, including the interior and exterior surfaces of any door leading to any elevator lobby, balcony, deck, terrace or patio appurtenant to such Unit. Each Co-Owner shall promptly report to the Council or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Council. A Co-Owner shall promptly reimburse the Council for any expenditures incurred in repairing or replacing any common area and facility damaged through his/her fault or negligence. Every Co-Owner shall be responsible for the maintenance of the limited Common Elements restricted to the use and enjoyment of his/her particular Unit (including, without limitation, any garage, balcony, terrace or patio appurtenant to such unit) and shall keep the same free and clear of ice and snow; in good order, condition, appearance and repair.

It shall be the responsibility of each Co-Owner to ensure that balconies are finished in frost-proof materials and electrical outlets and fixtures are waterproof. Elevator lobbies shall be made of flood-proof materials.

11. Alterations, Additions and Improvements. Whenever in the judgment of the Council, the General Common elements shall require additions, alterations or improvements costing in excess of Twenty-five Thousand Dollars ($25,000.00) and the making of such additions, alterations or improvements shall have been approved by a majority of Co-Owners and by those institutional holders of mortgages or other security interest representing first liens upon a majority or more of the units, the Council shall proceed with such additions, alterations or improvements and shall assess all Co-Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing Twenty-five Thousand Dollars ( $25,000.00 ) or less may be made by the, Council without approval of the Co-Owners or any of the said mortgagees and the cost thereof shall constitute part of the common expenses. No Co-Owner shall make any alterations to any portion of the condominium property which is to be maintained by the Council or remove any part or portion thereof; nor shall any Co-Owner make any additions thereto or do anything which would or might jeopardize the safety or soundness of the structure; nor shall any Co-Owner make any alteration to the water, gas, heating, electrical, plumbing or air conditioning systems, or make any structural addition, alteration, or improvements in or to his/her Unit, without the prior written consent thereto of the Council. The Council shall have the obligation to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Council to the proposed addition, alteration or improvement. Any application to any municipal department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Council.
only, without however incurring any liability on the part of the Council or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvements, or to any person having any claim for injury to person or damage to property arising therefrom. All repairs and replacements shall be substantially similar to the original construction and installation. The provisions of this paragraph shall not apply to Units owned by the Grantor until such Units shall have been sold initially by the Grantor and conveyed by Grantor to the purchaser.

**ARTICLE VI**

**INSURANCE, DESTRUCTION, RESTORATION, DISTRIBUTION AND CONDEMNATION**

1. **Authority.** The Council shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Council, but in no event less than the amount required by Section 2 of this Article. The insurance premiums purchased by the Council shall be charged as items of common expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements to all mortgagees of Units. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss in excess of Thirty Thousand Dollars ($30,000.00), to be payable to the Insurance Trustee named, as hereinafter provided, or to its successor, for the benefit of each Co-Owner and his/her mortgagee according to his/her individual Percentage Interest in the Condominium, as set out in paragraph IV of the Master Deed.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his/her own unit for his/her benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Council on behalf of all Co-Owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Master deed and these By-Laws.

2. **Coverage.** The Condominium shall be insured, to the extent available, against casualty in a minimum amount equal to the maximum insurance replacement value (i.e. 100% of replacement cost) thereof (exclusive of excavations and foundations) as determined annually by the Council with assistance of the insurance company affording such coverage. The policy shall cover all the improvements on the property except those made by a Co-Owner at his/her expense and shall contain "agreed amount" and "condominium replacement cost" endorsements. Such coverage shall afford protection against: (i) loss or damage by fire, vandalism, malicious mischief, windstorms, water
damage and other hazards covered by the standard extended coverage endorsement; and (ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including but not limited to flood insurance coverage. Such coverage shall insure the building (including all of the Units and the bathroom, kitchen and laundry fixtures and equipment initially installed therein by the Grantor together with all air conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Co-Owners) and other Condominium property. The Condominium shall be insured against liability for personal injury and property damage in such amounts and in such forms as shall be required, by the Council which, however, in no event shall be less than Three Hundred Thousand Dollars ($300,000.00) with respect to any one accident or occurrence and Fifty Thousand Dollars ($50,000.00) with respect to any claim for property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Council as a group, and each individual Co-Owner. Workmen's Compensation Insurance shall be obtained where necessary to meet the requirements of law. In addition to the foregoing, the Council may obtain such additional insurance coverage as it may in its sole discretion deem advisable and appropriate.

3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the Commonwealth of Kentucky and holding a rating of "BBB" or better in Best's Insurance Guide.

(b) In no event shall the insurance coverage obtained and maintenance pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Co-Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insured named thereon including any and all mortgagees.

(d) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Council (or any Insurance Trustee) or when in conflict with the provisions of these By-Laws or the provisions of the Horizontal Property Law of Kentucky.
(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Co-Owners, the Council, the managing agent, if any, and their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(f) Each of the policies of insurance obtained by the Council shall contain provisions (i) that they may not be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Co-Owners; (ii) that they may not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of an officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees and Co-Owners.

4. Individual Policies. Any Co-Owner: and any mortgagee may obtain additional insurance (including a "condominium unit-Owner's endorsement" for improvements and betterments to a Unit made or acquired at the expense of the Co-Owner) at his/her own expense. Such insurance should contain the same waiver of subrogation provision as that set forth in section 3(e) of this Article. The Grantor recommends that each Co-Owner in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Council, a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the Co-Owner. No Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force at any particular time. The Council may require that each Co-Owner shall file with the Council a copy of each individual policy of insurance purchased by the Co-Owner within thirty (30) days after its purchase. The Council may also require that each Co-Owner shall also notify the Council of all improvements made by him to his/her unit having a value in excess of One Thousand Dollars ($1,000.00).

5. Insurance Trustee. The Board shall from time to time designate a bank or trust company in the Commonwealth of Kentucky whose accounts or deposits are insured by an agency of the State or Federal Government as the Insurance Trustee. All insurance policies purchased by the Board shall be for the benefit of the Council, each Co-Owner, and his/her mortgagee, as their respective interests may appear, and shall provides that
all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee, except that if the net proceeds are Thirty Thousand Dollars ($30,000.00) or less, they shall be payable directly to the Council. All policies shall provide that adjustment of loss shall be made by the Council or designee with the approval of the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds (or condemnation awards) as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Council and the Co-Owners and their respective mortgagees, in shares equal to the aforementioned individual Percentage Interest of each Co-Owner, but such shares need not be set forth upon the records of the Insurance Trustee. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

6. Covenants for Benefit of Mortgages. Proceeds of insurance policies or condemnation awards received by the Insurance Trustee shall be distributed to or for the benefit of the Co-Owners entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

(a) Proceeds are to be paid first to repair or restore damage or destruction, as elsewhere provided herein. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable jointly to the Co-Owners and mortgagees, if any, entitled thereto. This covenant is for the benefit of any mortgagee and may be enforced by it.

(b) If it is determined in the manner elsewhere provided herein that the damage, for which the proceeds or condemnation awards are paid shall not be repaired or reconstructed, then and in that event, the Project shall be deemed to be owned in common by the Co-Owners and shall be subject to an action for partition upon the suit of any Co-Owner or mortgagee in which event the net proceeds of sale together with the net proceeds of any insurance or condemnation award shall be distributed pro rata to the Co-Owners, after first paying off, out of the respective share of each Co-Owner, to the extent sufficient for that purpose, all liens, including mortgage liens, on the Unit of each Co-Owner. This is a covenant for the benefit of any mortgagee and may be enforced by it.

(c) In making distributions to Co-Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Council as to the names of the Co-Owners and their respective shares of the distributions. Upon request of the Insurance Trustee, the Council shall deliver such certificate forthwith. The Insurance Trustee shall not incur
any liability to any Co-Owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

(d) All insurance policies shall continue in force for ten (10) days following notice to the mortgagee of cancellation by either the company or the insured.

7. **Reconstruction.** If any part of the Condominium shall be damaged by casualty, or condemnation the determination of whether or not to reconstruct or repair the same shall be made as follows:

(a) Where there is partial destruction (or a partial taking), which shall be deemed to mean destruction which does not render three-fourths or more of the Units untenantable, there shall be compulsory reconstruction or repair.

(b) Where there is total destruction (or a total taking), which shall be deemed to mean destruction which does render more than three-fourths of the Units untenantable, reconstruction or repair shall not be compulsory unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty (or payment of the condemnation award), or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, all of the Co-Owners unanimously vote in favor of such reconstruction or repair.

(c) Any reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed with the proceeds of insurance available for that purpose, if any.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the buildings stand.

(e) The Insurance Trustee may rely upon a certificate of the Council which certifies whether or not the damaged property is to be reconstructed or repaired. The Council, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

If the damage is only to those parts of One Unit for which the responsibility of maintenance and repair is borne by the Co-Owner, then the Co-Owner shall be
responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Council.

8. Assessments if Insurance is Inadequate. Immediately after a casualty causing damage to property for which the Council has the responsibility of maintenance and repair, the Council shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Council desires. If the proceeds of the insurance are not sufficient to defray such estimated costs, a special assessment shall be made against all the Co-Owners in proportion to the aforementioned individual Percentage Interests in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the Co-Owners in proportion to their individual Percentage Interest in sufficient amounts to provide funds for the payment of such costs.

9. Disbursements. Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Council.

10. Notice to Mortgagees. When there is damage to a Unit or Units which is covered by the Master Policy, the Council shall notify (1) the mortgagee whenever damage to the Unit covered by the mortgage exceeds Five Thousand Dollars ($5,000.00) or (2) mortgagees of all Units whenever damage to Common Elements exceeds Ten Thousand Dollars ($10,000.00).

11. Condemnation. If condemnation proceedings are brought to take part or all of the Condominium for a public purpose, the Council shall represent the Co-owners in such proceedings, negotiations, settlements, or agreements. Each Co-Owner hereby appoints the Council as his/her attorney-in-fact to represent him in such matter. This is a power coupled with an interest and is irrevocable so long as the Co-Owner owns any interest in the Condominium. Any awards for condemnation shall be paid to the Insurance Trustee established in this Article. The principles enunciated herein for payment of insurance proceeds shall apply also to the disbursement of condemnation awards.

ARTICLE VII
MORTGAGES

"21"
1. "Mortgagee" and "Mortgage". As used in this title and generally in the Master Deed and By-Laws; the term "mortgagee" includes the holder of a note secured by a mortgage, or other security interest encumbering a unit and recorded in the office of the Clerk of the County Court of Jefferson County, Kentucky, and any insurer or guarantor of such mortgage or security interest, and the term "Mortgage" includes any vendor's lien, mortgage or other security interest recorded in said Clerk's office.

2. Notice to Council. A Co-Owner who mortgages his Unit, shall notify the Council the name and address of his mortgagee, if any; the Council shall maintain such information in a book entitled "Mortgagees of Units".

3. Notice of Unpaid Common Charges. The Council, whenever so requested in writing by a mortgagee, title company, or attorney, shall promptly report any then unpaid common charges due from, or any other default by the Co-Owner of the mortgaged unit.

4. Notice of Default. The Council when giving notice to a Co-Owner of a default in paying common charges or other default, shall send a copy of such notice to each mortgagee whose name and address has heretofore been furnished to the Council. In the event that such default is not cured within thirty (30) days, the Council shall so advise the mortgagee in writing.

5. Examination of Books. Each Co-owner and each mortgagee shall be permitted to examine the Books of Account of the Condominium at reasonable times, on business days, but no more often than, once a month.

6. Neither the Council nor any of the Unit owners shall do or authorize, without the prior written approval of each mortgagee, any of the following:

   (a) Abandonment of the condominium status of the project.

   (b) Partition or subdivision of any unit or common elements.

   (c) Change in the Percentage Interests of the Unit owners.

7. Each Mortgagee shall be given timely notice of:

   (a) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
(b) any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy maintained by the Council; and

(d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

ARTICLE VIII
NOTICE

1. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable statutes or of the Master Deed or these By-Laws to any mortgagee, Member or Co-Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, Member or Co-Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

2. Waiver of Notice. When any notice is required to be given under the provisions of the statutes or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed, before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IX
AMENDMENT OF BY-LAWS AND MASTER DEED

Any amendments to these By-Laws or the Master Deed may be amended other than as set out in Paragraph XVII of the Master Deed, shall be by the affirmative vote of Co-Owners representing at least seventy-five percent (75%) or more of the total individual Percentage Interests of the Condominium, at a meeting of the Council called for that purpose; provided, however, that all mortgagees shall be given thirty days written notice of all proposed amendments and provided further that no amendments affecting express rights of mortgagees shall be valid unless approved in writing by at least fifty-one percent (51%) of all mortgagees. No amendments to the By-Laws shall become effective until recorded in the office of the Clerk of the County Court of Jefferson County, Kentucky.

ARTICLE X
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS
1. **Compliance.** These By-Laws are set forth in compliance with the requirements of the Horizontal Property Law of the Commonwealth of Kentucky (herein referred to as the "Act").

2. **Conflict.** These By-Laws are subordinate and subject to all provisions of the Master Deed and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Master Deed or the Act. In the event of any conflict between these By-Laws and the Master Deed, the provisions of the Master Deed shall control; and in the event of any conflict between the Master Deed and the Act, the provisions of the Act shall control.

3. **Severability.** These By-Laws are set forth to comply with the requirements of the Commonwealth of Kentucky. In case any of the By-Laws are in conflict with the provisions of any of its statutes, the provisions of the statutes will control. If any provisions of these By-Laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. **Waiver.** No restriction, condition, obligation or provision of these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same, notwithstanding the provisions of the second paragraph of ARTICLE IV, Section 2 of these By-Laws.

5. **Captions.** The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

6. **Gender, etc.** Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

7. **Co-Owners' Right of Action.** Any Co-Owner has a right of action against the Council or any other Co-Owner who fails to comply with the provisions of the Master Deed, these By-Laws or any other rule or regulation of the Council. The successful party in any such action shall be awarded reasonable attorneys fees.

**ARTICLE XI**
DEFINITIONS

1. Master Deed. "Master Deed" as used herein means that certain Master Deed and Declaration to which these By-Laws are appended, made the 31st day of March, 2005, by Clifton Lofts, LLC, Grantor, for the purpose of submitting the property described therein to the Act and which Master Deed and Declaration is recorded in the office aforesaid.

2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they have in the Master Deed or in the Act.