

**BY LAWS OF
SHAKER FARMS CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

The following Bylaws of the Council of Co-Owners of Shaker Farms Condominiums, as herein amended, is adopted by Resolution of the Shaker Farms Condominium Homeowners Association, Inc. (herein called the "Corporation"), and shall apply to the condominium project (herein called the "Project"), located on Charter Oaks Drive at Chamberlain Lane, Louisville, Jefferson County, Kentucky, as described in and created by Master Deed and Horizontal Property Regime (herein called the "Declaration") recorded in the office of the County Clerk of Jefferson County, Kentucky, and to all present and future owners, tenants and occupants of any units of the Project and all other persons who shall at any time use the Project:

ARTICLE I

Membership

Section 1. Qualification. All owners of units of the Project shall constitute the membership of the Corporation. The owner of any unit upon acquiring title thereto shall automatically become a member of the Corporation and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Corporation shall automatically cease. Voting shall be on a percentage of common interest basis as expressed in Section 7 hereof.

Section 2. Place of Meetings. Meeting of the Corporation shall be held at the Project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meeting. Annual meetings of the Corporation shall be held during the third week of October of each year at a time set by the Board of Directors.

Section 4. Special Meeting. Special meetings of the Corporation may be held at any time upon the call of the President of the Corporation or a petition signed by at least twenty-five percent. (25%) of the unit owners and presented to the Secretary.

Section 5. Notice of Meeting. The Secretary shall give written or printed notice of each annual and special meeting to every unit owner according to the Corporation's record of ownership, at least five days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways:

(a) by delivering in to him personally, or (b) by leaving it at his unit in the Project or at his usual

residence or place of business, or (c) by mailing it, postage prepaid, addressed to him at his address as it appears on the Corporation's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any unit owner to receive actual notice of any meeting shall in no way invalidate such meeting or any proceeding thereat. The presence of any unit owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of a majority of the unit owners shall constitute a quorum, and the acts of a majority of the unit owners present, in person or by proxy, at any meeting at which a quorum is present shall be the acts of the Corporation except as otherwise provided herein. The term "majority of unit owners" in these bylaws means the owners of units to which are appurtenant more than fifty percent (50%) of the common interests as established by the Declaration, and any other specified percentage of the unit owners contained in these bylaws means the owners of units to which are appurtenant such percentage of the common interests.

Section 7. Voting. Voting shall be on a percentage basis, and the percentage of the total vote to which each unit is entitled shall be the percentage of the common interests assigned to such unit in the Declaration. Votes may be cast in person or by proxy by the respective unit owners as shown in the record of ownership of the Corporation. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Corporation the percentage of vote for any unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Corporation's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such unit in such capacity.

Section 8. Proxies and Pledges. The authority given by any unit owner to another person to represent him at meetings of the Corporation shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale of any unit or interest therein, a true copy of which is filed with the Board through the Secretary, Administrator or Managing Agent, shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Board in like manner.

Section 9. Adjournment. Any meeting of the Corporation may be adjourned from time to time to such place and time as may be determined by majority vote of the unit owners present, whether or not a quorum be present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE II

Board of Directors

Section 1. Number and Qualifications. The affairs of the Corporation and the Project shall be governed by a Board of Directors composed of at least five persons, each of whom must own an interest in a unit. The Board members shall serve without compensation unless otherwise authorized by the Corporation.

Section 2. Powers. The Board of Directors shall have all powers necessary for the Directors of the affairs of the Corporation and may do all such acts and things therefor as are not by law, the Declaration or these bylaws directed to be exercised or done only by the unit owners.

Section 3. Election on Term. Election of Board members shall be by cumulative voting by secret ballot at each annual meeting and any special meeting called for the purpose. Directors shall hold office for a period of one year and until their respective successors have been elected, subject to removal as herein provided.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than removal of a director by the Corporation shall be filled by vote of a majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until his successor is elected at the next annual meeting of the Corporation. Death, incapacity or resignation of any director, or his continuous absence from the Commonwealth of Kentucky for more than six months, shall cause his office to become vacant.

Section 5. Removal of Board Members. At any regular or special meeting of the Corporation duly called, any one or more of the directors may be removed with or without cause by vote of a majority of unit owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at such meeting.

Section 6. Annual Meeting. An organizational meeting of the Board of Directors shall be held at the place of and immediately following each annual meeting of the Corporation, and no notice shall be necessary to any Board members in order validly to constitute such meeting, provided that a majority of the whole Board

shall be present. At such meeting the Board shall elect the officers of the Corporation for the ensuing year.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Board members, but at least one such meeting shall be held during each calendar quarter of every year. Notice of regular meetings of the Board shall be given to each director personally or by mail, electronic mail (e-mail), telephone or facsimile transmission, at least one day prior to the date of such meeting.

Section 8. Special Meetings. Special meeting of the Board of Directors may be called by the President on at least eight hours notice to each director, given personally, electronic mail (e-mail), or by telephone or facsimile transmission, which notice shall state the time, place and purpose of such meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors any director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be waiver of notice to him of such meeting. If all the directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 10. Quorum of the Board. At all meetings of the Board of Directors a majority of the total number of directors established by these bylaws shall constitute a quorum for the transaction of business, and the acts of a majority present at any meeting at which a quorum is present shall be the acts of the Board. If less than a quorum shall be present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Fidelity Bonds. The Board of Directors may require that all officers, employees and agents of the Corporation handling or responsible for its funds, shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE III

Officers

Section 1. Designation. The principal officers of the Corporation shall be a President, a Secretary and a Treasurer, who shall be elected by, and in the case of the President, from the Board of Directors. The offices

of Secretary and Treasurer may be combined in one person. The Board may appoint an assistant treasurer, and assistant secretary and such other officers as in its judgment may be necessary.

Section 2. Election and Term. The officers of the Corporation shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Board of Directors and his successor elected at any regular meeting of the Board, or any special meeting.

Section 4. President. The President shall be the chief executive officer of Corporation and shall preside at all meetings of the Corporation and of the Board of Directors. Subject to the control of the Board he shall exercise general supervision and direction over the management and conduct of the business and affairs of the Corporation. He shall also have such other powers and duties as may be provided by these Bylaws or assigned to him from time to time by the Board.

Section 5. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Corporation and of the Board of Directors, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all units, have charge of such books, documents and records of the Corporation as the Board may direct.

Section 6. Treasurer. The Treasurer shall maintain and keep the financial records and books of account of the Corporation, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Corporation, of all its funds and securities.

Section 7. Auditor. The Corporation may appoint annually an accountant or accounting firm as auditor, who may not be an officer of the Corporation nor own any interest in any unit, to audit the books and financial records of the Corporation.

ARTICLE IV

Directors

Section 1. Management. The Board of Directors shall at all times manage and operate the Project and have such powers and duties as may be necessary or proper therefor, including without limitation the following:

- (a) Supervision of the immediate management and operation of the Project;
- (b) Maintenance, repair, replacement and restoration of the common elements and any additions and

alterations thereto;

(c) Purchase, maintain and replacement of any equipment and provide for all water and utility services required for the common elements;

(d) Provision at each unit of all water, sewer, electricity and such other utility services and utilities as the Board shall deem necessary either at the expense of such unit or as a common expense as determined by the Board;

(e) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Project;

(f) Preparation at least 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;

(g) Collection of all installments of assessments levied and payment of all common expenses authorized by the Board;

(h) Purchase and maintenance in effect of all policies of hazard and liability insurance for the project required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Corporation or the Board;

(i) Notification of all persons having any interest in any unit, according to the Corporation's record of ownership of delinquency exceeding 60 days in the payment of any assessment against such unit;

(j) Assignment and supervision of motor vehicle parking, within and without the parking garage, including the authority to make reasonable rules and charges in regard thereto;

(k) Supervision of the use of the common elements.

Section 2. Managing Agent. The Board of Directors may employ from time to time a responsible Managing Agent to manage and control the Project subject at all times to direction by the Board, with all the administrative functions set forth specifically in preceding Section 1, and such other powers and duties, and at such compensation as the Board may establish.

Section 3. Representation. The President or Managing Agent, subject to the direction of the Board of Directors, shall represent the Corporation or any two or more unit owners similarly situated as a class in any action, suit, hearing or other proceeding concerning the Corporation, the common elements or more than one unit, and on its or their behalf may institute, defend, intervene in, prosecute and settle any such actions, suits and proceedings without prejudice to the rights of any unit owners individually to appear, sue or be sued.

Service of process in any such action, suit or proceeding may be made on the President or Managing Agent.

Section 4. Execution of Instruments. All checks, drafts, notes, acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Corporation by such person or persons as shall be provided by general or special resolution of the Board of Directors or, in the absence of any such resolution applicable to such instrument, by the President or the Treasurer.

ARTICLE V

Obligations of Unit Owners

Section 1. Assessments. All unit owners shall pay to the Board of Directors or, if a Managing Agent is appointed, to the Managing Agent, in advance, on the first day of each and every month the monthly installments of assessments against their respective units for common expenses of the Project in accordance with the Declaration, a monthly sum determined by the Board of Directors to be sufficient to accumulate and pay when due all expenses, taxes, assessments and other charges of maintenance and operation payable by the owner of such unit. In the event any unit owner is delinquent in the payment of monthly assessments, the Board of Directors may, at its discretion, collect such delinquent assessments in such manner as it decides, including, but not limited to, (a) sending the delinquent unit owner (to his/her last known address) a letter of its intent to file a lien for such maintenance charges, assessing late fees and interest, and recovery of reasonable attorney fees after an account has accrued delinquent assessments totaling \$200.00 or more, (b) filing a maintenance lien against the unit in the Office of the Jefferson County Clerk after an account has accrued delinquent assessments totaling \$300.00 or more, and (c) initiating an action for collection of such accrued delinquent assessments, late charges, interest and recovery of reasonable attorney fees in a court of proper jurisdiction after an account has accrued delinquent assessments totaling \$900.00 or more.

Section 2. Maintenance of Units. Every unit owner shall at his own expense at all times secure his unit from trespassers and the uninvited public by maintaining the entry doors and windows in good condition, and shall substantially repair, maintain, amend and keep his unit, including without limitation all internal installations therein, such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such unit and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in case of such failure after

reasonable notice to perform, shall reimburse to the Corporation promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every unit owner and occupant shall reimburse the Corporation promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or by a member of the household or guest of either of them and shall give prompt notice to the Board of Directors or Managing Agent of any such loss or damage or other defect in the Project when discovered.

Section 3. Use of Project.

(a) All units of the Project shall be used only for one-family residential unit purposes.

(b) All common elements of the Project shall be used only for their respective purposes as designed.

(c) No unit owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walk-ways, grounds or other common elements of similar nature any furniture, packages or objects of any or otherwise obstruct transit through such common elements or permit said elements to be unsightly or disorderly.

(d) Every unit owner and occupant shall at all times keep his unit and any limited common element appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority over the Corporation applicable to the Project.

(e) No unit owner or occupant shall make or suffer any waste or unlawful, improper or offensive use of his unit or the Project nor alter or remove any furniture, furnishings or equipment of the common elements.

(f) No unit owner or occupant shall erect or place in the Project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the Project, except as permitted in the Master Deed and Declaration and except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect, if so required by the Board, unless approved by a majority of unit owners (or such larger percentage required by law or the Declaration) including all owners or units thereby directly affected.

(g) No signs, posters or bills may be placed or maintained in the Project unless approved by a majority of unit owners, except that an owner may place and maintain "FOR SALE" or "FOR RENT" or similar type sign in front of his building for a reasonable time, not to exceed 3 feet by 2 feet in size.

(h) No unit owner shall decorate or landscape any entrance, hallway or planting area appurtenant to

his unit except in accordance with standards therefor established by the Board or specific plans approved in writing by the Board.

(i) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

(j) No garments, rugs or other objects shall be hung from the windows or facades of the Project.

(k) No rugs or other objects shall be dusted or shaken from the windows of the Project or cleaned by beating or sweeping on any hallway or exterior part of the Project.

(l) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Project outside of the disposal facilities provided for such purpose.

(m) No livestock, poultry, rabbits, snakes, or other such animals shall be allowed or kept in any part of the Project. Dogs and cats shall be allowed subject to regulation by the Board, including regulation as to the number thereof.

(n) No unit owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows or roof thereof.

(o) Nothing shall be allowed, done or kept in any units or common elements of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Corporation.

(p) The developer of the Project, or its agent, shall have the right to maintain and show units, including the maintenance and showing of a model unit, until all the units in the Project have been sold originally, thereafter, a unit owner, or his agent, shall have the right to show his unit at reasonable times of the day for the purpose of sale or lease.

Section 4. House Rules. The Board of Directors may adopt, amend or repeal any rules and regulations governing purchaser of any unit, or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

ARTICLE VI

Miscellaneous

Section 1. Amendment. These Bylaws may be amended in any respect not inconsistent with

provisions of law or the Declaration by vote of fifty-one percent (51%) of the unit owners (as defined in the Declaration) at any meeting of the Corporation duly called for such purpose.

Section 2. Indemnification. The Corporation shall indemnify every Board member and officer, and his executors and administrators, against all expenses reasonably incurred by or imposed on him in connection with any action, suit or proceeding to which he may be made a party by reason of being or having been a Board member or officer of the Corporation, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; and in the absence of such final adjudication, indemnification shall be provided only in connection with such matters as to which the Corporation is advised by its legal counsel that the person to be indemnified committed no such breach of duty. The details of the operation and use of the Project not inconsistent with any provision of law, the Declaration or these Bylaws.

Section 5. Expenses of Enforcement. Every unit owner shall pay to the Corporation promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Corporation in collecting any delinquent assessments against such unit, foreclosing its lien therefor or enforcing any provisions of the Declaration or these Bylaws against such owner or any occupant of such unit.

Section 6. Record of Ownership. Every unit owner shall promptly cause to be duly recorded the deed, lease, assignment or other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Corporation.

Section 7. Mortgages. Any unit owner who mortgages his unit, or any interest therein, shall notify the Board of Directors through the Managing Agent of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Corporation. The Board of Directors or Managing Agent at the request of any mortgagee or prospective foregoing right of indemnification shall not be exclusive of any other rights to which such person may be entitled.

Section 3. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Corporation or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

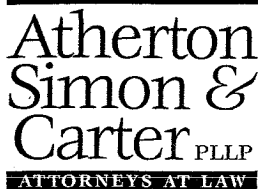
CERTIFICATE OF ADOPTION

The undersigned officers of the Shaker Farms Condominium Homeowners Association, Inc., hereby adopt the foregoing as the Bylaws of the Corporation this 15 day of October, 2003.

Christy Tracy
PRESIDENT

ATTEST:

Laura Greer
SECRETARY



624 W. Main Street
Fifth Floor
Louisville, Kentucky 40202
Phone: (502) 595-8500
Fax: (502) 595-8506

January 15, 2002

Mr. David C. Frank, CPM
Prudential Parks & Weisburg Realtors
3411 Bardstown Rd.
Louisville, KY 40218

Re: Shaker Farms Condominium Association

Dear Dave:

The Articles of Incorporation have now been recorded in the Office of the Jefferson County Clerk in addition to being filed with the Kentucky Secretary of State. All that remains to be done is to adopt the former by-laws, if in fact those provisions are acceptable to the Board of Directors.

I would greatly appreciate your checking with the Board to determine if any modifications need to be made. It would also be beneficial for us to document a formal organization meeting, passing necessary resolutions as well as adopting by-laws. I will look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred R. Simon'.

Fred R. Simon

FRS/cam

ARTICLES OF INCORPORATION
of
SHAKER FARMS CONDOMINIUMS
HOMEOWNERS ASSOCIATION, INC.

The undersigned, desiring to form a non-profit corporation pursuant to Chapter 273 of the Kentucky Revised Statutes, does hereby make, subscribe, and acknowledge as certain the following:

1. *Name.* The name of the Corporation shall be Shaker Farms Condominiums Homeowners Association, Inc.

2. *Purpose.* The purpose for which the Corporation is organized is to assume the established duties and responsibilities of the Council of Co-Owners for administration of the Shaker Farms Condominiums as provided under the Master Deed and Declaration of Horizontal Property Regime for Shaker Farms recorded in Deed Book 4652, Page 323, in the Office of the Clerk of Jefferson County, Kentucky, and all amendments subsequently recorded thereto.

The Corporation shall have the additional power, either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable, or proper for the furtherance, accomplishment, fostering, or attainment of the purpose for which the Corporation is organized. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c) of the Internal Revenue Code of 1986 and the Regulations thereunder as the same now exist or as they may be hereafter amended from time to time.

3. *Nonprofit purpose.* The Corporation is formed exclusively for purposes for which a non-profit corporation may be formed under Chapter 273 of the Kentucky Revised Statutes and not for pecuniary profit or financial gain. No part of the assets, income, or profit of the Corporation shall be distributable to, or inure to the benefit of, its members, directors, or officers. The Corporation

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John Y. Brown III
Secretary of State
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shall not operate any listing service for its members, or take steps which will serve to promote the private interest of any member, or engage in any activities which would constitute a regular business of a kind ordinarily carried on for profit.

4. *Distribution on dissolution or liquidation.* In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member shall be entitled to any distribution or division of its remaining property or its proceeds. The balance of all money and other property which the Corporation receives from any source, after the payment of all debts and obligations of the Corporation, shall be used or distributed, subject to the order of a Court of competent jurisdiction as provided by law, exclusively for purposes within those set forth in the preceding paragraph of these Articles and within the intendment of Section 501(c) of the Internal Revenue Code of 1986 and the Regulations thereunder as the same not exist or as they may be hereafter amended from time to time.

5. *Income and distribution.* No part of the income of the Corporation shall inure to the benefit of any member, trustee, director, officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no member, trustee, officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the Corporate assets on dissolution of the Corporation.

6. *Prohibited activities.* No part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

7. *Principal office.* The mailing address of the Corporation's principal office is as follows:

c/o Prudential Parks & Weisberg Realtors
Attn: David C. Frank, CPM
3411 Bardstown Road
Louisville, Kentucky 40218

8. *Registered office.* The street address of the Corporation's initial registered office and the name of its initial registered agent at that address, who by signing consents to and accepts such appointment is as follows:

Fred R. Simon, Esq.
624 W. Main Street, 5th Floor
Louisville, Kentucky 40202

9. *Number and names of directors.* The number of directors constituting the initial board of directors is four (4); and the names and mailing addresses of the persons who are to serve as the initial directors are as follows:

Bonnie Jagers
8809 Doe Run Court
Louisville, Kentucky 40242

Christy Tracy
3906 Charter Oaks Drive, #3
Louisville, Kentucky 40241

Elizabeth Ray
3278 Charter Oaks Drive, #1
Louisville, Kentucky 40241

Virginia Maupin
3720 Charter Oaks Drive, #2
Louisville, Kentucky 40241

10. *Names and addresses of incorporator.* The name and address of the incorporator of the Corporation is as follows:

Fred R. Simon, Esq.
624 W. Main Street, 5th Floor
Louisville, Kentucky 40202

In witness whereof we have made, subscribed and acknowledged these Articles of Incorporation this 27 day of December, 2001.

Fred R. Simon

Fred R. Simon

Subscribed and sworn to before me by Fred R. Simon this 27th day of December, 2001.

My Commission Expires: 12-16-2004

David W. Witten

NOTARY PUBLIC, STATE AT LARGE, KY

PREPARED BY:

Fred R. Simon

FRED R. SIMON, ESQ.
Atherton Simon & Carter, LLP
624 West Main Street, 5th Floor
Louisville, Kentucky 40202
(502)595-8500

END OF DOCUMENT

Document No.: DN2002005981
Lodged By: SIMON
Recorded On: 01/09/2002 09:17:29
Total Fees: 11.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: SHETUC