

**WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**

~~January 18<sup>th</sup>, 2022~~  
February

The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.

Print Name: Michael Alex KION, manager RL Investors, LLC

Signed: \_\_\_\_\_

Unit Number: 45 units ↓

100, 101, 102, 104, 106, 107, 108, 110, 113, 114, 115, 200  
201, 202, 204, 206, 207, 208, 209, 210, 211, 212, 214  
300, 301, 302, 304, 307, 308, 310, 311, 312, 314  
316, 401, 407, 408, 409, 410, 411, 412, 502, 504, 506, 508

**CONSENT OF THE OWNERS OF UNITS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING**

February 16, 2022

Pursuant to Article VIII of the Bylaws, the undersigned, being the Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of **REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Kentucky corporation (the "Corporation"), hereby adopt the following amendment and resolutions and consent to the corporate actions contemplated thereby with such amendment and resolutions being effective on and as of February 16, 2022 (the "Agreement"):

**Amendments to Bylaws**

WHEREAS, the current Bylaws of the Corporation (a copy of which is attached hereto as Exhibit A) provide at Article VIII that the Corporation's Bylaws may only be modified, amended, or repealed by an approving vote by the Owners of Units representing of at least Sixty-Seven Percent (67%) of the General Common Elements; and

WHEREAS, the current Bylaws provide at Article V, Section B(1) that the electricity supplied to the Units shall be assessed to each Unit Owner based on data collected from sub-meters at each Unit, but the undersigned Owners of Units believe that it is in the best interest of the Corporation to amend this Article.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Article VIII of the Corporation's Bylaws, the Bylaws are hereby amended by deleting Article V, Section B(1) in its entirety and replacing it with the following effective as of the date hereof:

(1) Electricity has previously been supplied to all of the Units and the Common Elements through sub-meters associated with, respectively, each Unit and the Common Elements. From and after December 15, 2021, the use of the sub-meters shall be discontinued and electricity cost shall be assessed as a common expense and therefore each Unit Owner shall be personally liable for their proportionate share of the electricity cost for service to all Units as a common expense pursuant to Article VII of the Master Deed. Notwithstanding the foregoing, the Board of Directors is hereby

authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

In the event that alternate or additional energy sources, both known and unknown, become available to the Condominium, including, but not limited to, natural gas, solar, or thermal energy, the Board of Directors is hereby authorized and directed to choose, at the Board of Directors' sole discretion, any such energy option as a replacement or supplemental source of energy for the Condominium and to determine the apportionment of any related costs. The Board of Directors is hereby authorized to make any replacements, alterations, or supplementations to existing electrical or energy resources to allow for the production or generation of energy to the Condominium or elsewhere, as determined by the sole discretion of the Board of Directors. Owners of Units shall not replace or alter the method or source of the electrical or energy supply to their Unit.

The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

# 45 UNITS for RL INVESTORS LLC

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February 19<sup>th</sup> 2022.

- |   |  |
|---|--|
| <p>1. Name: <u>Michael Riley KIRK, Manager, RL Investors LLC</u> Unit Number: <u>407, 408, 409, 410, 411</u><br/>         Signature: <u>[Signature]</u> Date: <u>2/18/22</u><br/>         Unit Number: <u>100, 101, 102, 104, 106</u><br/>         Date: <u>2/18/22</u></p> <p>2. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>107, 108, 110, 113, 114</u><br/>         Date: <u>2/18/22</u></p> <p>3. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>115, 200, 201, 202, 204</u><br/>         Date: <u>2/18/22</u></p> <p>4. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>206, 207, 208, 209, 210</u><br/>         Date: <u>2/18/22</u></p> <p>5. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>211, 212, 214, 300, 301</u><br/>         Date: <u>2/18/22</u></p> <p>6. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>302, 304, 307, 308, 310</u><br/>         Date: <u>2/18/22</u></p> <p>7. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>311, 312, 314, 316, 401</u><br/>         Date: <u>2/18/22</u></p> <p>8. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u></p> | <p>9. Name: _____<br/>         Signature: _____<br/>         Unit Number: _____<br/>         Date: _____</p> <p>10. Name: <u>Michael Riley Kirk, Manager, RL Investors LLC</u><br/>         Signature: <u>[Signature]</u><br/>         Unit Number: <u>412, 502, 504, 506, 508</u><br/>         Date: <u>2/18/22</u></p> <p>11. Name: _____<br/>         Signature: _____<br/>         Unit Number: _____<br/>         Date: _____</p> <p>12. Name: _____<br/>         Signature: _____<br/>         Unit Number: _____<br/>         Date: _____</p> <p>13. Name: _____<br/>         Signature: _____<br/>         Unit Number: _____<br/>         Date: _____</p> <p>14. Name: _____<br/>         Signature: _____<br/>         Unit Number: _____<br/>         Date: _____</p> <p>15. Name: _____<br/>         Signature: _____<br/>         Unit Number: _____<br/>         Date: _____</p> |
|---|--|

(01357742v3)

**WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**

~~January~~ FEBRUARY 18, 2022

The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.

Print Name: WILLIAM G FERKO  
Signed: Wm G Ferko  
Unit Number: 405

authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

In the event that alternate or additional energy sources, both known and unknown, become available to the Condominium, including, but not limited to, natural gas, solar, or thermal energy, the Board of Directors is hereby authorized and directed to choose, at the Board of Directors' sole discretion, any such energy option as a replacement or supplemental source of energy for the Condominium and to determine the apportionment of any related costs. The Board of Directors is hereby authorized to make any replacements, alterations, or supplementations to existing electrical or energy resources to allow for the production or generation of energy to the Condominium or elsewhere, as determined by the sole discretion of the Board of Directors. Owners of Units shall not replace or alter the method or source of the electrical or energy supply to their Unit.

The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February \_\_\_\_ 2022.

1. Name: William G. FERKO  
Signature: [Signature]  
Unit Number: 405  
Date: 2/18/22

Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

9. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

10. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

11. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

4. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

12. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

5. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

13. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

6. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

14. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

7. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

15. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

8. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

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*Handwritten signature and initials*

**CONSENT OF THE OWNERS OF UNITS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING**

**FEB 28 2022**

February 24, 2022

Pursuant to Article VIII of the Bylaws, the undersigned, being the Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of **REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Kentucky corporation (the "Corporation"), hereby adopt the following amendment and resolutions and consent to the corporate actions contemplated thereby with such amendment and resolutions being effective on and as of February \_\_\_\_, 2022 (the "Agreement"):

**Amendments to Bylaws**

WHEREAS, the current Bylaws of the Corporation (a copy of which is attached hereto as Exhibit A) provide at Article VIII that the Corporation's Bylaws may only be modified, amended, or repealed by an approving vote by the Owners of Units representing of at least Sixty-Seven Percent (67%) of the General Common Elements; and

WHEREAS, the current Bylaws provide at Article V, Section B(1) that the electricity supplied to the Units shall be assessed to each Unit Owner based on data collected from sub-meters at each Unit, but the undersigned Owners of Units believe that it is in the best interest of the Corporation to amend this Article.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Article VIII of the Corporation's Bylaws, the Bylaws are hereby amended by deleting Article V, Section B(1) in its entirety and replacing it with the following effective as of the date hereof:

- (1) Electricity has previously been supplied to all of the Units and the Common Elements through sub-meters associated with, respectively, each Unit and the Common Elements. From and after December 15, 2021, the use of the sub-meters shall be discontinued and electricity cost shall be assessed as a common expense and therefore each Unit Owner shall be personally liable for their proportionate share of the electricity cost for service to all Units as a common expense pursuant to Article VII of the Master Deed. Notwithstanding the foregoing, the Board of Directors is hereby

authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

In the event that alternate or additional energy sources, both known and unknown, become available to the Condominium, including, but not limited to, natural gas, solar, or thermal energy, the Board of Directors is hereby authorized and directed to choose, at the Board of Directors' sole discretion, any such energy option as a replacement or supplemental source of energy for the Condominium and to determine the apportionment of any related costs. The Board of Directors is hereby authorized to make any replacements, alterations, or supplementations to existing electrical or energy resources to allow for the production or generation of energy to the Condominium or elsewhere, as determined by the sole discretion of the Board of Directors. Owners of Units shall not replace or alter the method or source of the electrical or energy supply to their Unit.

The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February 24 2022.

1. Name: Helli Shoyat  
Signature: Helli Shoyat  
Unit Number: 415  
Date: 2/24/22
2. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
6. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
7. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
8. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

- Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
9. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
10. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
11. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
12. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
13. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
14. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
15. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

(01357742v3)

**WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**

**January \_\_, 2022**

The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.

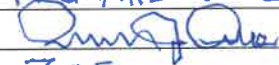
Print Name: Holli Shoyat  
Signed: Holli Shoyat  
Unit Number: 415

WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.

FEB 24 2022

January \_\_, 2022

The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.

Print Name: RICHARD J DYE  
Signed:   
Unit Number: 305



**CONSENT OF THE OWNERS OF UNITS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING**

February \_\_\_, 2022

Pursuant to Article VIII of the Bylaws, the undersigned, being the Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of **REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Kentucky corporation (the "Corporation"), hereby adopt the following amendment and resolutions and consent to the corporate actions contemplated thereby with such amendment and resolutions being effective on and as of February \_\_\_, 2022 (the "Agreement"):

**Amendments to Bylaws**

WHEREAS, the current Bylaws of the Corporation (a copy of which is attached hereto as Exhibit A) provide at Article VIII that the Corporation's Bylaws may only be modified, amended, or repealed by an approving vote by the Owners of Units representing of at least Sixty-Seven Percent (67%) of the General Common Elements; and

WHEREAS, the current Bylaws provide at Article V, Section B(1) that the electricity supplied to the Units shall be assessed to each Unit Owner based on data collected from sub-meters at each Unit, but the undersigned Owners of Units believe that it is in the best interest of the Corporation to amend this Article.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Article VIII of the Corporation's Bylaws, the Bylaws are hereby amended by deleting Article V, Section B(1) in its entirety and replacing it with the following effective as of the date hereof:

(1) Electricity has previously been supplied to all of the Units and the Common Elements through sub-meters associated with, respectively, each Unit and the Common Elements. From and after December 15, 2021, the use of the sub-meters shall be discontinued and electricity cost shall be assessed as a common expense and therefore each Unit Owner shall be personally liable for their proportionate share of the electricity cost for service to all Units as a common expense pursuant to Article VII of the Master Deed. Notwithstanding the foregoing, the Board of Directors is hereby

authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

In the event that alternate or additional energy sources, both known and unknown, become available to the Condominium, including, but not limited to, natural gas, solar, or thermal energy, the Board of Directors is hereby authorized and directed to choose, at the Board of Directors' sole discretion, any such energy option as a replacement or supplemental source of energy for the Condominium and to determine the apportionment of any related costs. The Board of Directors is hereby authorized to make any replacements, alterations, or supplementations to existing electrical or energy resources to allow for the production or generation of energy to the Condominium or elsewhere, as determined by the sole discretion of the Board of Directors. Owners of Units shall not replace or alter the method or source of the electrical or energy supply to their Unit.

The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February \_\_\_\_ 2022.

- |   |  |
|---|--|
| 1. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | Unit Number: _____<br>Date: _____  |
| 2. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | 9. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____  |
| 3. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | 10. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____   |
| 4. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | 11. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____   |
| 5. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | 12. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____   |
| 6. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | 13. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____   |
| 7. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____ | 14. Name: _____<br>Signature: _____<br>Unit Number: _____<br>Date: _____   |
| 8. Name: _____<br>Signature: _____                                      | 15. Name: <u>RICHARD J DYE</u><br>Signature: <u>[Signature]</u><br>Unit Number: <u>305</u><br>Date: <u>2/18/2022</u> |

(01357742v3)

**WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**

**FEB 24 2022**

**January \_\_, 2022**

The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.



Print Name: Thomas H. Boer  
Signed: Thomas H. Boer  
Unit Number: 105

FEB. 18, 2022

**CONSENT OF THE OWNERS OF UNITS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING**

February 18, 2022

Pursuant to Article VIII of the Bylaws, the undersigned, being the Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of **REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Kentucky corporation (the "Corporation"), hereby adopt the following amendment and resolutions and consent to the corporate actions contemplated thereby with such amendment and resolutions being effective on and as of February \_\_\_\_, 2022 (the "Agreement"):

**Amendments to Bylaws**

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WHEREAS, the current Bylaws provide at Article V, Section B(1) that the electricity supplied to the Units shall be assessed to each Unit Owner based on data collected from sub-meters at each Unit, but the undersigned Owners of Units believe that it is in the best interest of the Corporation to amend this Article.

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authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

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The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February \_\_\_\_ 2022.

1. Name: Thomas H. Becker  
Signature: Thomas H. Becker  
Unit Number: 105  
Date: 2-18-2022
2. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
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5. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
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6. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
7. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
8. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

- Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
9. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
10. Name: \_\_\_\_\_  
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11. Name: \_\_\_\_\_  
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Unit Number: \_\_\_\_\_  
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12. Name: \_\_\_\_\_  
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Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
13. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
14. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
15. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

(01357742v3)

FEB 24 2022



**CONSENT OF THE OWNERS OF UNITS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING**

February 18, 2022

Pursuant to Article VIII of the Bylaws, the undersigned, being the Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of **REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Kentucky corporation (the "Corporation"), hereby adopt the following amendment and resolutions and consent to the corporate actions contemplated thereby with such amendment and resolutions being effective on and as of February 18, 2022 (the "Agreement"):

**Amendments to Bylaws**

WHEREAS, the current Bylaws of the Corporation (a copy of which is attached hereto as Exhibit A) provide at Article VIII that the Corporation's Bylaws may only be modified, amended, or repealed by an approving vote by the Owners of Units representing of at least Sixty-Seven Percent (67%) of the General Common Elements; and

WHEREAS, the current Bylaws provide at Article V, Section B(1) that the electricity supplied to the Units shall be assessed to each Unit Owner based on data collected from sub-meters at each Unit, but the undersigned Owners of Units believe that it is in the best interest of the Corporation to amend this Article.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Article VIII of the Corporation's Bylaws, the Bylaws are hereby amended by deleting Article V, Section B(1) in its entirety and replacing it with the following effective as of the date hereof:

(1) Electricity has previously been supplied to all of the Units and the Common Elements through sub-meters associated with, respectively, each Unit and the Common Elements. From and after December 15, 2021, the use of the sub-meters shall be discontinued and electricity cost shall be assessed as a common expense and therefore each Unit Owner shall be personally liable for their proportionate share of the electricity cost for service to all Units as a common expense pursuant to Article VII of the Master Deed. Notwithstanding the foregoing, the Board of Directors is hereby

authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

In the event that alternate or additional energy sources, both known and unknown, become available to the Condominium, including, but not limited to, natural gas, solar, or thermal energy, the Board of Directors is hereby authorized and directed to choose, at the Board of Directors' sole discretion, any such energy option as a replacement or supplemental source of energy for the Condominium and to determine the apportionment of any related costs. The Board of Directors is hereby authorized to make any replacements, alterations, or supplementations to existing electrical or energy resources to allow for the production or generation of energy to the Condominium or elsewhere, as determined by the sole discretion of the Board of Directors. Owners of Units shall not replace or alter the method or source of the electrical or energy supply to their Unit.

The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

45 UNITS for RL INVESTORS LLC

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February 18<sup>th</sup> 2022.

1. Name: Michael Riley KIRK, Manger, RL Investors LLC Unit Number: 407, 408, 409, 410, 411  
Signature: [Signature] Date: 2/18/22  
Unit Number: 100, 101, 102, 104, 106  
Date: 2/18/22
2. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 107, 108, 110, 113, 114  
Date: 2/18/22
3. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 115, 200, 201, 202, 204  
Date: 2/18/22
4. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 206, 207, 208, 209, 210  
Date: 2/18/22
5. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 211, 212, 214, 300, 301  
Date: 2/18/22
6. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 302, 304, 307, 308, 310  
Date: 2/18/22
7. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 311, 312, 314, 316, 401  
Date: 2/18/22
8. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]
9. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
10. Name: Michael Riley Kirk, Manger, RL Investors LLC  
Signature: [Signature]  
Unit Number: 412, 502, 504, 506, 508  
Date: 2/18/22
11. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
12. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
13. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
14. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
15. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

(01357742v3)

**WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**

~~January~~ 18<sup>th</sup>, 2022  
February

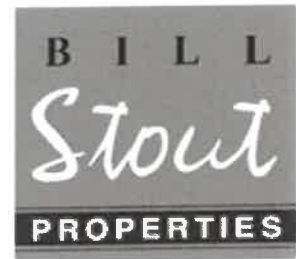
The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.

Print Name: Michael Pley KIRN, manager RL Investors, LLC

Signed: \_\_\_\_\_

Unit Number: 45 Units ↓

100, 101, 102, 104, 106, 107, 108, 110, 113, 114, 115, 200  
201, 202, 204, 206, 207, 208, 209, 210, 211, 212, 214  
300, 301, 302, 304, 307, 308, 310, 311, 312, 314  
316, 401, 407, 408, 409, 410, 411, 412, 502, 504, 506, 508



www.billstoutproperties.com

February 18, 2022

To: Reynolds Lofts COA Unit Owners  
From: Reynolds Lofts Board of Directors  
Bill Stout Properties, Inc., Managing Agent

Dear Reynolds Lofts COA Unit Owners:

It has been determined by the Board of Directors, in conjunction with Bill Stout Properties, Inc., the Managing Agent for the COA, that the electrical metering system used for the COA is no longer supported and will no longer create bills for the Units. Since the Bylaws of the COA provide for electricity supplied to the Units to be assessed to the Unit Owners based upon data collected from the unsupported electrical metering system, it is necessary for the COA Bylaws to be amended to provide for the replacement of the previous metering system with another method of assessing electricity cost to the Units.

Therefore, attached to this email you will find the following:

1. Letter of explanation from the COA Board of Directors and Bill Stout Properties, Inc., to the Unit Owners with regard to the metering system no longer supported and revised billing procedures;
2. Waiver of Notice of Special Meeting of Unit Owners for the purpose of amending the By-Laws as set forth therein; and
3. Consent of the Owners of COA Units providing for the deletion of the pertinent section in the Bylaws with regard to assessment of electricity cost and its replacement with an alternate method of assessment as set forth therein, and, furthermore, authorizing the Board of Directors to determine and implement, at their sole discretion, all current and future methods relating to the apportionment of the electricity costs as well as a replacement or supplemental source of energy for the COA as the same may become available in the future.

As you may be aware, the COA has been dealing with issues in connection with the metering and allocation of electricity costs for many years; and the Board will continue to actively search for a suitable and financially feasible method for the COA. In this regard, it is imperative for the Board to have the authority to make timely decisions in order to take advantage of opportunities as they arise.

**Please sign both documents including your unit number & the date and return the original via USPS as soon as possible to Bill Stout Properties, P.O. Box 3019, Louisville, KY 40201.**

Thank you for your attention to this matter. Once you have had an opportunity to review the attachments, please contact Bill Stout Properties office at (502) 637-7368, Ext. 226.

Reynolds Lofts Board of Directors  
Bill Stout Properties, Inc., Managing Agent



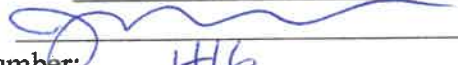
522 W. ORMSBY AVE, LOUISVILLE, KY 40203 | PO BOX 3019, LOUISVILLE, KY 40201 | 502-637-7368



**WAIVER OF NOTICE  
OF  
SPECIAL MEETING OF UNIT OWNERS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**

**January \_\_, 2022**

The undersigned, a Unit Owner of Reynolds Loft Condominium Association, Inc., a Kentucky corporation (the "Corporation"), does hereby waive notice of the Special Meeting of Unit Owners of the Corporation called to consider an amendment in the Corporation's By-Laws relating to the billing of electricity costs and consents to the transaction of any and all business at said meeting.

Print Name: John Fischbach  
Signed:   
Unit Number: 416

**FEB 22 2022**

**CONSENT OF THE OWNERS OF UNITS  
OF  
REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.  
IN LIEU OF SPECIAL MEETING**

February \_\_, 2022

Pursuant to Article VIII of the Bylaws, the undersigned, being the Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of **REYNOLDS LOFTS CONDOMINIUM ASSOCIATION, INC.**, a Kentucky corporation (the "Corporation"), hereby adopt the following amendment and resolutions and consent to the corporate actions contemplated thereby with such amendment and resolutions being effective on and as of February \_\_, 2022 (the "Agreement"):

**Amendments to Bylaws**

WHEREAS, the current Bylaws of the Corporation (a copy of which is attached hereto as Exhibit A) provide at Article VIII that the Corporation's Bylaws may only be modified, amended, or repealed by an approving vote by the Owners of Units representing of at least Sixty-Seven Percent (67%) of the General Common Elements; and

WHEREAS, the current Bylaws provide at Article V, Section B(1) that the electricity supplied to the Units shall be assessed to each Unit Owner based on data collected from sub-meters at each Unit, but the undersigned Owners of Units believe that it is in the best interest of the Corporation to amend this Article.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Article VIII of the Corporation's Bylaws, the Bylaws are hereby amended by deleting Article V, Section B(1) in its entirety and replacing it with the following effective as of the date hereof:

(1) Electricity has previously been supplied to all of the Units and the Common Elements through sub-meters associated with, respectively, each Unit and the Common Elements. From and after December 15, 2021, the use of the sub-meters shall be discontinued and electricity cost shall be assessed as a common expense and therefore each Unit Owner shall be personally liable for their proportionate share of the electricity cost for service to all Units as a common expense pursuant to Article VII of the Master Deed. Notwithstanding the foregoing, the Board of Directors is hereby

authorized and directed to determine and implement, at the Board of Directors' sole discretion, all current and future methods relating to the apportionment of the electricity cost. Any and all such alterations shall be pursuant to Article III(B) of the Bylaws.

In the event that alternate or additional energy sources, both known and unknown, become available to the Condominium, including, but not limited to, natural gas, solar, or thermal energy, the Board of Directors is hereby authorized and directed to choose, at the Board of Directors' sole discretion, any such energy option as a replacement or supplemental source of energy for the Condominium and to determine the apportionment of any related costs. The Board of Directors is hereby authorized to make any replacements, alterations, or supplementations to existing electrical or energy resources to allow for the production or generation of energy to the Condominium or elsewhere, as determined by the sole discretion of the Board of Directors. Owners of Units shall not replace or alter the method or source of the electrical or energy supply to their Unit.

The Board of Directors shall cause to be paid, as a common expense, all water, sewer, and electric charges for all Units and Common Elements, and all gas charges metered to the Common Elements, if applicable.

RESOLVED FURTHER, that all prior actions taken prior to this amendment and resolution, or caused to be taken as a result hereof, by the Corporation, the Owners of Units, or any member or agent of the Corporation hereby be and hereby are in all respects ratified, approved and confirmed by Owners of Units representing at least Sixty-Seven Percent (67%) of the General Common Elements of the Corporation.

RESOLVED FURTHER, This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

(Signature Page to Follow)

WITNESSETH, the signatures of the undersigned who are Owners of Units representing at least Sixty-Seven Percent (67%) of the of the Corporation as of the February \_\_\_\_ 2022.

1. Name: John Fischbach  
Signature: [Signature]  
Unit Number: 416  
Date: 2/18/22
2. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
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Unit Number: \_\_\_\_\_  
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15. Name: \_\_\_\_\_  
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Unit Number: \_\_\_\_\_  
Date: \_\_\_\_\_

(01357742v3)