

RECORDER OF DEEDS  
CITY OF ST. LOUIS  
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SHARON QUIGLEY CARPENTER  
RECORDER OF DEEDS

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1. Title of Document: Master Declaration of Condominium and By-Laws of Marquette Building Master Condominium

2. Date of Document: November 9, 2006

3. Grantor(s): TLG Marquette, L.L.C.

4. Grantee(s): TLG Marquette, L.L.C.

5. Statutory Mailing Address(es):

Grantee's Mailing address: C/o The Lawrence Group  
319 North 4th Street  
Suite 1000  
St. Louis, Missouri 63102

6. Legal description:

A Lot in Block 99 of the City of St. Louis, fronting 114 feet 5 inches (114 feet 4 inches more or less by Deed), on the East line of Broadway by a depth Eastwardly of 135 feet 0 inches (135 feet, more or less by Deed), to a private alley; bounded North by Lot 13 of said Block or by property, now or formerly Saint Louis Union Trust Company, East by said private alley and on the South by Olive Street.

7. Reference(s) to Book and Page(s): Master Condominium Plat Recorded  
in Book 11092006  
At Page 0482

Note: The terms "grantor" and "grantee" as used in this Cover Page are for recording and indexing purposes only. The instrument itself refers to the parties by other designations.

**MASTER DECLARATION OF CONDOMINIUM AND BY-LAWS  
OF MARQUETTE BUILDING MASTER CONDOMINIUM**

This **MASTER DECLARATION OF CONDOMINIUM AND BY-LAWS OF MARQUETTE BUILDING MASTER CONDOMINIUM** (the "Master Declaration") is made and entered into as of the 9<sup>th</sup> day of November, 2006, by **TLG MARQUETTE, L.L.C.**, a Missouri limited liability company (the "Master Declarant"), whose mailing address is C/o The Lawrence Group, 319 North 4th Street, Suite 1000, St. Louis, Missouri 63102.

**WITNESSETH, that:**

**WHEREAS**, Master Declarant is the owner of certain real property situated in the City of St. Louis, State of Missouri, hereinafter more particularly described in Exhibit A to this Master Declaration, as depicted on the Master Plat that is described in Exhibit B to this Master Declaration, which real property is subject to all restrictions of record and all applicable laws and regulations.

**WHEREAS**, it is the desire and intention of Master Declarant to enable said real property, together with the building and all other structures, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter constituting a part of the "Property," as hereinafter defined) to be owned by Master Declarant and by each successor in interest of Master Declarant under that certain type of ownership commonly known as condominium ownership.

**WHEREAS**, the Master Declarant desires, intends and does hereby submit and impose upon such parcel and Property in conformity with the "Uniform Condominium Act of 1983," Chapter 448 of the Revised Statutes of Missouri, as amended (the "Act"), the provisions, rights, options, privileges, terms and conditions of said Act and as set forth in this Master Declaration.

**WHEREAS**, Master Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be known as "**Marquette Building Master Condominium**", certain easements, interests and rights in, over and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof.

**WHEREAS**, Master Declarant desires and intends that the several owners, mortgagees, occupants and other Persons hereafter acquiring any interest in said Property, shall at all times enjoy the benefit of, and shall hold their interests subject to the rights, options, easements, privileges and restrictions as set forth in said Act and in this Master Declaration.

**NOW, THEREFORE**, Master Declarant hereby declares that the real property described herein and such additions thereto as may hereafter be made pursuant hereto is and shall be held, transferred, sold, conveyed and occupied subject to the protective conditions, covenants, restrictions, reservations, easements, charges, liens, by-laws, rules and regulations, and assessments hereinafter set forth.

**ARTICLE 1 – DEFINITIONS**

**1.1 -- Definitions.** The words and phrases hereinafter set forth, when used in this Master Declaration and in the By-Laws, shall have the meanings hereinafter set forth, unless the context shall prohibit or shall clearly indicate or require otherwise. This Section 1.1 and the following definitions also contain substantive terms, conditions and provisions of this Master Declaration. In the event of a conflict between or among any of the terms, provisions, conditions and definitions of this Section 1.1, on the one hand, and any of the terms, provisions, conditions and definitions of the other Sections of this Master Declaration, or any of the terms, provisions, conditions and definitions of the By-Laws, on the other hand, then in all such events the terms, provisions, conditions and definitions of this Section 1.1 shall apply, govern, control and

prevail, and the terms, provisions, conditions and definitions of the other Sections of this Master Declaration, and the terms, provisions, conditions and definitions of the By-Laws, shall be construed and amended to implement the intent of the terms, provisions, conditions and definitions of this Section 1.1; unless the context shall clearly indicate that the terms, provisions, conditions and definitions of the other Sections of this Master Declaration, and/or the terms, provisions, conditions and definitions of the By-Laws, are intended to prevail.

- (1) "Act" means the Uniform Condominium Act of 1983, Chapter 448 of the Revised Statutes of Missouri, as amended.
- (2) "Allocated Interest" means -- see definition of Master Allocated Interest.
- (3) "Association" means -- see definition of Master Association.
- (4) "Board of Directors" means those individuals designated as directors of the Master Association, said Board of Directors being authorized to act on behalf of the Master Association.
- (5) "Boundaries" means the boundaries of each Unit, both as to vertical and horizontal planes, as configured on the Master Plat and as further described in this Master Declaration.
- (6) "Building" means the building that is located on the Property as depicted on the Master Plat.
- (7) "Building Maintenance & Insurance" means construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities), cleaning and insuring of the Master Common Elements of the Building.
- (8) "Building Maintenance & Insurance Expense(s)" means those Master Common Expenses incurred by the Master Association that are all costs, expenses, expenditures and financial liabilities for the performance of the Building Maintenance & Insurance and for insuring the Master Common Elements of the Building.
- (9) "By-Laws" means those By-Laws of the Master Association attached hereto as Exhibit J as the same may be amended from time to time in accordance herewith and in accordance with the Act.
- (10) "Commercial Common Expense Liability" means the liability for Commercial Common Expenses allocated to and borne by each Owner of a Commercial Unit according to such Owner's Commercial Sub-Allocated Interest in the Commercial LCE.
- (11) "Commercial Common Expenses" means expenditures made by or financial liabilities of the Master Association for the Commercial LCE, together with any allocations of reserves therefor.
- (12) "Commercial Elevator" means any elevator that is identified or labeled on the Master Plat as a Commercial Elevator or similar designation. The Commercial Elevators (together with all mechanical and electrical equipment that exclusively serve the Commercial Elevators) are Commercial LCE.
- (13) "Commercial Elevator Shaft" means any elevator shaft that is identified or labeled on the Master Plat as a Commercial Elevator Shaft. The Commercial Elevator Shafts are Commercial LCE.

- (14) "Commercial Entrance & Lobby Areas" means the entrance, hallway and lobby areas on the first (1<sup>st</sup>) floor of the Building that are identified or labeled on the Master Plat as the Commercial Entrance & Lobby Areas. The Commercial Entrance & Lobby Areas are Commercial LCE.
- (15) "Commercial LCE" or "Comm. LCE" or "LCE Commercial" or "LCE Comm." means all Master Limited Common Elements that are allocated for the exclusive use and benefit of all of the Commercial Units (and the Owners thereof and their respective tenants and subtenants and their respective contractors, agents and invitees); Provided, However, that (other than incidental, occasional and non-material uses thereof, and unless the Owner of the Unit B elects otherwise, as set forth in Section 2.10(b)(2) hereof) initially the Unit B and Owner of the Unit B shall not have the right to use and enjoy the Commercial LCE. The Commercial LCE expressly includes the Commercial Entrance & Lobby Areas, the Commercial Elevators, all mechanical and electrical equipment that exclusively serve the Commercial Elevators, the Commercial Elevator Shafts, the Commercial Stairwells, and all mechanical and electrical equipment that exclusively serve the Commercial Stairwells. All Commercial Common Expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the Commercial LCE shall be borne solely by the Owners of the Commercial Units to which such Master Limited Common Elements are allocated and assigned, in accordance with the Commercial Sub-Allocated Interests that are set forth in Exhibit D annexed hereto. For the reason that the Unit B and the Owner of the Unit B initially do not have the right to use and enjoy the Commercial LCE (other than incidental, occasional and non-material uses thereof), the Commercial Sub-Allocated Interest allocated and assigned to the Unit B initially is zero percent (0%).
- (16) "Commercial Stairwell" means any stairwell (including the stairs therein) that is identified or labeled on the Master Plat as a Commercial Stairwell. The Commercial Stairwells (together with all mechanical and electrical equipment that exclusively serve the Commercial Stairwells) are Commercial LCE.
- (17) "Commercial Sub-Allocated Interest(s)" means the interest attributed and allocated to each Commercial Unit in the aggregate in interest of the undivided ownership of the Commercial LCE and Commercial Common Expense Liability. The Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit is set forth in Exhibit D annexed hereto and incorporated herein by this reference. The Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit has been initially determined on the basis of the ratio of the actual square footage of each Commercial Unit (other than the Unit B) to the total square footage of all of the Commercial Units of the Master Condominium (other than the Unit B). However, if the Owner of Unit B hereinafter elects pursuant to Section 2.10(b)(2) hereof to avail itself of its right to use and enjoy the Commercial LCE on a regular material basis, then the Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit shall be re-calculated and re-determined in accordance with said Section 2.10(b)(2) hereof.
- (18) "Commercial Unit" means the Unit A, the Unit B, the Unit C, the unit D or the Unit E, as the case may be.
- (19) "Commercial Unit Owner" means the party or parties owning fee title to a Commercial Unit.
- (20) "Commercial Use" or "Comm. Use" means any lawful commercial use of the Commercial Units and of any LCE allocated to any of the Commercial Units that is permitted under applicable zoning.

- (21) "Common Element(s)" means -- see definition of Master Common Elements.
- (22) "Common Expense Liability" means -- see definition of Master Common Expense Liability.
- (23) "Common Expense(s)" means -- see definition of Master Common Expenses.
- (24) "Common Stairwells" means any stairwells (including the stairs therein) that are for the common use and benefit of all of the Units. The Common Stairwells are Master Common Element. The Commercial Stairwells and the Residential Stairwells are not a part of, and are expressly excluded from, the Common Stairwells.
- (25) "Condominium" means -- see definition of Master Condominium.
- (26) "Declarant" means -- see definition of Master Declarant.
- (27) "Declaration" means -- see definition of Master Declaration.
- (28) "Director" means a member of the Board of Directors of the Master Association.
- (29) "Dispute Resolution" means a binding arbitration conducted in accordance with the then applicable rules of the American Arbitration Association (Commercial Real Estate Industry Rules) including selection of the arbitrator if the parties are unable to agree on the arbitrator, with payment of the costs and expenses of the arbitrator to be assessed by the arbitrator in conjunction with the award.
- (30) "Executive Board" means the Board of Directors of the Master Association.
- (31) "Fitness Center HVAC Equipment" means any HVAC equipment that exclusively serves the Unit D (on the third floor of the Building) and/or the Unit E (on the fourth floor of the Building). Portions of the Fitness Center HVAC Equipment are or may be located within the Unit D, within the Unit E, on Rooftop areas that are not LCE areas, and/or in utility corridors and other Master Common Element areas connecting from the Unit D and/or the Unit E, to the Fitness Center Rooftop LCE Area. The Fitness Center HVAC Equipment hereby is established, allocated and assigned as Master Limited Common Element for the exclusive joint and common use and benefit of the Unit D and the Unit E.
- (32) [Intentionally Deleted].
- (33) "Hazardous Material(s)" means any asbestos, flammable substances, explosives, radioactive materials, PCB-laden oil, hazardous materials, hazardous waste, pollutants, contaminants, toxic substances, under any federal, state or local laws, ordinances, rules, regulations or policies governing use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of such materials, including without limitation, Section 9601 of Title 42 of the United States Code.
- (34) "Improvements" means all structures erected on the Property, including but not limited to, the Building and fixtures and all other structures of any type or kind, whether located above or below ground, including both the original and all later changes and/or additions thereto.
- (35) "Individual Dwelling Unit" means a portion of the Residential Units (the Unit F and the Unit G), that is a separate individual residential dwelling unit or apartment.
- (36) "LCE" or "L.C.E." or "Limited Common Element" means -- see definition of Master Limited

Common Element.

- (37) "LCE Commercial" or "LCE Comm." means -- see definition of Commercial LCE.
- (38) "LCE Residential" or "LCE Res." means -- see definition of Residential LCE.
- (39) "LCE Unit A" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit A (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the LCE Unit A shall be borne solely by the Owner of the Unit A to which such Master Limited Common Elements are allocated and assigned.
- (40) "LCE Unit B" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit B (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the LCE Unit B shall be borne solely by the Owner of the Unit B to which such Master Limited Common Elements are allocated and assigned.
- (41) "LCE Unit C" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit C (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the LCE Unit C shall be borne solely by the Owner of the Unit C to which such Master Limited Common Elements are allocated and assigned.
- (42) "LCE Unit D" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit D (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the LCE Unit D shall be borne solely by the Owner of the Unit D to which such Master Limited Common Elements are allocated and assigned.
- (43) "LCE Unit E" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit E (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the LCE Unit E shall be borne solely by the Owner of the Unit E to which such Master Limited Common Elements are allocated and assigned.
- (44) "LCE Unit F" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit F (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and

cleaning of, and any separate insurance of, the LCE Unit F shall be borne solely by the Owner of the Unit F to which such Master Limited Common Elements are allocated and assigned.

- (45) "LCE Unit G" means all Master Limited Common Elements that are allocated for the exclusive use and benefit of Unit G (and the Owner thereof and its respective tenants and subtenants and their respective contractors, agents and invitees). All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the LCE Unit G shall be borne solely by the Owner of the Unit G to which such Master Limited Common Elements are allocated and assigned.
- (46) "Majority of the Owners" means the Owners owning more than fifty percent (50%) in the aggregate of the Master Allocated Interests in the Master Common Elements. Any specified percentage of the Owners means Owners owning such percentage in the aggregate of the Master Allocated Interests in the Master Common Elements.
- (47) "Master Allocated Interest" means the interest attributed and allocated to each Unit in the aggregate in interest of the undivided ownership of the Master Common Elements and Master Common Expense Liability. The Master Allocated Interest percentage interest attributed and allocated to each Unit is set forth in Exhibit C annexed hereto and incorporated herein by this reference. The Master Allocated Interest of each Unit set forth in Exhibit C is based on the ratio of the square footage of each of the Units to the total square footage of all of the Units in the Master Condominium.
- (48) "Master Association" means **Marquette Building Master Condominium Association, Inc.**, a Missouri non-profit corporation owned by the Owners and organized pursuant to and in accordance with the Act to manage and preserve the Property, Building and Improvements.
- (49) "Master Common Element(s)" or "Common Element(s)" or "C.E." or "CE" means all portions of the Property other than the Units, together with and specifically including: (a) the building shell and foundation of the Building; (b) the basements (if any) and sub-basements (if any) of the Building (other than the portion of the lower level of the Building that is Unit A); (c) the exterior walls (except for the windows and windows frames abutting Units, all of which are part of the applicable Unit to which they physically abut); (e) the roof and roof systems of the Building; (e) the floor joists or slabs and support beams separating a Unit from the foundation or basement or from another Unit, and the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building (being the downward face of the floor joists and support beams of each floor of the Building to the upper surface of said joists and beams); (f) the utility corridors and shafts of the Building; (g) the HVAC, electrical, mechanical and other utility systems located on the Property and servicing more than one Unit; (h) any common entrances, common hallways, and common lobbies that are identified or labeled on the Master Plat as Master Common Elements or Common Elements; and (i) any other areas that are identified or labeled on the Master Plat as Master Common Elements or Common Elements or C.E. or CE or similar designation. Portions of the Master Common Elements are Master Limited Common Elements.
- (50) "Master Common Expense Liability" or "Common Expense Liability" means the liability for Master Common Expenses allocated to and borne by each Owner according to such Owner's Master Allocated Interest in the Master Common Elements. The Master Common Expense Liability shall include all expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities), cleaning and insuring of the

Master Common Elements. Provided. However, that:

- (a) All Commercial Common Expenses and Commercial Common Expenses Expense Liability incurred by the Master Association shall be borne solely by the Owners of Commercial Units according to such Owner's Commercial Sub-Allocated Interests.
- (b) All Residential Common Expenses and Residential Common Expenses Expense Liability incurred by the Master Association shall be borne solely by the Owners of Residential Units according to such Owner's Residential Sub-Allocated Interests.
- (c) All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the Master Limited Common Elements shall be borne solely by the Owner or Owners of the Unit or Units to which such Master Limited Common Elements are allocated or assigned.
- (51) "Master Common Expense(s)" or "Common Expense(s)" means expenditures made by or financial liabilities of the Master Association for the Master Common Elements, together with any allocations of reserves therefor. The Master Common Expenses shall include all expenditures made by or financial liabilities of the Master Association for Building Maintenance and Insurance, and for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities), cleaning and insuring of the Master Common Elements. The Master Common Expenses include all Building Maintenance and Insurance Expenses.
- (52) "Master Condominium" means the condominium development and regime established upon all of the Property by this Master Declaration and the Master Plat, portions of which are the Units that are designated for separate ownership, and the remainder of which is the Master Common Element and the Master Limited Common Element.
- (53) "Master Condominium Member" means all Persons who are members of the Master Association. Each Unit Owner shall be a Master Condominium Member with respect to the Unit owned by such Unit Owner. Where more than one Person owns a Unit, all such Persons together shall be and constitute one (1) Master Condominium Member with respect to the Unit owned by such Persons.
- (54) "Master Declarant" means **TLG MARQUETTE, L.L.C.**, a Missouri limited liability company, having an address of **C/o The Lawrence Group, 319 North 4th Street, Suite 1000, St. Louis, Missouri 63102**, or any successor Master Declarant to which said Master Declarant transfer its entire interests in the Property, the Building, the Improvements and the rights and duties of the Master Declarant under the Master Declaration.
- (55) "Master Declarant Control Period" means – see definition of Period of Master Declarant Control.
- (56) "Master Declaration" means this Master Declaration of Condominium of Marquette Building Master Condominium, as the same may be amended from time-to-time.
- (57) "Master Limited Common Element" or "Limited Common Element" or "LCE" or "L.C.E." means any portion of the Master Common Element that is allocated or designed or designated to serve or benefit exclusively any one or more Units, but fewer than all of the Units. The Master Limited Common Elements hereby are allocated exclusively to the Unit

or Units for which the Master Limited Common Element is allocated or designed or designated to serve and benefit, for the exclusive use of the Owner of such Unit or Units and their respective tenants and subtenants, and their respective employees, contractors, agents and invitees. All areas that are identified or labeled on the Master Plat as Master Limited Common Elements or Limited Common Element (or L.C.E. or LCE or similar designation) allocated to a particular Unit or Units, or that this Master Declaration designates as Master Limited Common Element allocated to a particular Unit or Units, hereby are established as Master Limited Common Element for the exclusive use of the owner of the applicable Unit or Units, and their tenants and subtenants and their respective employees, contractors, agents and invitees. All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, of the Master Limited Common Elements shall be borne solely by the Owner or Owners of the Unit or Units to which such Master Limited Common Elements are allocated or assigned. The sub-basement of the Building is Master Common Element; provided that the equipment and machinery that are located in the sub-basement of the Building (and the specific areas occupied by such equipment and machinery) are Master Limited Common Element allocated to the particular Unit or Units that are served by such equipment and machinery. The utility corridors and shafts of the Building are Master Common Element; provided that the utility lines and facilities that are located in utility corridors and shafts are Master Limited Common Element allocated to the particular Unit or Units that are served by such utility lines and facilities.

- (58) "Master Plat" means the record plat of Marquette Building Master Condominium, which is described in and shall be deemed attached hereto as Exhibit B.
- (59) "Material Condominium Amendment" means, with respect to an applicable Unit and the applicable Owner of such Unit, any amendment to the Master Declaration or the Master Plat which, if enacted, would: (a) result in a change in the permitted uses of such Unit, or a change in the size or configuration or location of the Unit or of any Master Limited Common Elements allocated to such Unit; or (b) adversely affect the structural integrity of or impair access to the Unit or the Master Limited Common Elements allocable to the Unit; or (c) adversely affect the functionality of any of the utilities or operating systems serving the Unit or the Master Limited Common Elements allocable to the Unit; or (d) increase the cost to be incurred by the Owner of the Unit of maintaining, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities), or insuring the Unit or the Master Limited Common Elements allocable to the Unit (other than increases in Master Common Expense Liabilities that are shared by the Owners of all of the Units in accordance with the respective Master Allocated Interests in the Master Common Elements allocated to the Units); or (e) increase the Master Allocated Interest of Master Common Expense Liabilities payable by the Owner of the Unit, or (if a Commercial Unit) increase the Commercial Sub-Allocated Interest of Commercial Common Expense Liabilities payable by the Owner of the Unit, or (if a Residential Unit) increase the Residential Sub-Allocated Interest of Residential Common Expense Liabilities payable by the Owner of the Unit; or (f) grant to the Master Association or to the Owner of any other Unit any additional easements or other rights, or enlarge or expand any existing easements or other rights, to enter upon or use or occupy the Unit or any of the Master Limited Common Elements allocated to the Unit; or (g) amend or modify any of Article 11 or Article 13 hereof; or (h) amend or modify any of the provisions of this Master Declaration that govern or apply to amendments to this Master Declaration; or (i) change or alter the Vote or Voting rights to which the Owner of such Unit is entitled; or (j) enable the Master Association or the Owners of the other Units to act unilaterally to cause an occurrence under any of the foregoing clauses (a) through (j) above. The Owner of a Unit shall have the absolute right to disapprove any amendment to the Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit owned by the applicable Unit Owner, be a Material

Condominium Amendment to the Master Declaration or the Master Plat. In all events, a Unit Owner's subdivision solely of the original Unit owned by such Unit Owner into Sub-Units (including conversion of portions of the original Unit to CE and LCE) pursuant to and in accordance with Article 11 hereof, shall not constitute and shall not be deemed to be a Material Condominium Amendment with respect to any other Unit or any other Unit Owner.

- (60) "Owner" or "Unit Owner" means the party or parties owning fee title to a Unit.
- (61) "Owner's Reserved Right" means the right of the Owner of a Unit to disapprove any amendment to the Master Declaration or the Master Plat which, if enacted, would be a Material Condominium Amendment with respect to the applicable Unit owned by the applicable Unit Owner. With respect to any Unit that has been subdivided into Sub-Units, the Owner's Reserved Right shall be exercised by the Sub-Association for the Sub-Units Owners of the Sub-Units derived from such Unit, acting in behalf of said Sub-Unit Owners, upon the written direction and instruction of Sub-Units Owners owning at least fifty-one percent (51%) of the aggregate square footage of the Sub-Units derived from such Unit.
- (62) "Parcel" means the Property submitted to the provisions of the Act.
- (63) "Period of Master Declarant Control" or "Master Declarant Control Period" means the period commencing with the Recording of this Master Declaration and ending on the date that Declarant first deeds and conveys any Unit or Sub-Unit to a third-party, or otherwise as provided under the Act.
- (64) "Permitted Home Business Use" means use of an Individual Dwelling Unit for any occupation, business or commercial activity carried on, at or in a Individual Dwelling Unit or apartment by the resident or occupant of the Individual Dwelling Unit, or by a member of the immediate family of the resident or occupant residing at the Individual Dwelling Unit, which occupation, business or activity employs in the Individual Dwelling Unit no more than one (1) nonrelated employee, and which use of the Individual Dwelling Unit is otherwise in strict compliance with all applicable laws, ordinances and occupancy permit requirements relating to home businesses and home occupations applicable to property zoned residential, including (without limitation) the applicable City of St. Louis Zoning Ordinances and Occupancy Permit Requirements for residential property; **excepting and provided, however, that, the following business uses are not Permitted Home Business Uses, and are forbidden in the Residential Units:** (a) Dog grooming; (b) Provision of care, instruction or training of more than five (5) children or adults, at one (1) time, not including the occupants of the Individual Dwelling Unit, whether or not for profit; (c) Any wholesale, jobbing or retail business, unless it is conducted entirely by telephone and/or mail; (d) Any manufacturing business; (e) A clinic or hospital; (f) A barber shop or beauty parlor; (g) A stable, animal hospital, dog kennel or dovecote; (h) A restaurant; (i) Any activity that produces substantial noise, or noxious odors or other emanations, or employs or produces or uses Hazardous Materials or flammable matter; and (j) Any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office.
- (65) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property. "Natural Person" means a natural individual.
- (66) "Plat" means – see definition of Master Plat.
- (67) "Property" means the real property described in Exhibit A to this Master Declaration and any additions thereto, and all buildings, structures, improvements and other permanent fixtures now or hereafter thereon, as are subjected to this Master Declaration or amendment pursuant hereto. The Property includes the Units, the Master Common

Elements and the Master Limited Common Elements.

- (68) "Record" means to record in the Real Estate Records of the City of St. Louis, Missouri, which is the recording office for the jurisdiction in which the Property is located.
- (69) "Residential Common Expense Liability" means the liability for Residential Common Expenses allocated to each Owner of a Residential Unit according to such Owner's Residential Sub-Allocated Interest in the Residential LCE.
- (70) "Residential Common Expense(s)" means expenditures made by or financial liabilities of the Master Association for the Residential LCE, together with any allocations of reserves therefor. The Residential Common Expenses shall also include all costs and expenses to clean, maintain and repair the pedestrian bridge that connects the Eighth (8<sup>th</sup>) Floor of the Building to the adjacent parking garage.
- (71) "Residential Community Room(s)" means the areas and rooms on the fifth (5<sup>th</sup>) floor of the Building that are identified or labeled on the Master Plat as the Residential Community Rooms or similar designation. The Residential Community Rooms are Residential LCE.
- (72) "Residential Elevator" means any elevator that is identified or labeled on the Master Plat as a Residential Elevator or similar designation. The Residential Elevators (together with all mechanical and electrical equipment that exclusively serve the Residential Elevators) are Residential LCE.
- (73) "Residential Elevator Shaft" means any elevator shaft that is identified or labeled on the Master Plat as a Residential Elevator Shaft or similar designation. The Residential Elevator Shafts are Residential LCE.
- (74) "Residential Entrance & Lobby Areas" means the entrance, hallway and lobby areas on the first (1<sup>st</sup>) floor of the Building that are identified or labeled on the Master Plat as the Residential Entrance & Lobby Areas or similar designation. The Residential Entrance & Lobby Areas are Residential LCE.
- (75) "Residential LCE" or "Res. LCE" or "LCE Residential" or "LCE Res." means all Master Limited Common Elements that are allocated for the exclusive use and benefit of all of the Residential Units (and the Owners thereof and their respective tenants and subtenants and their respective contractors, agents and invitees). The Residential LCE expressly includes the Residential Community Rooms, the Residential Entrance & Lobby Areas, the Residential Elevators, all mechanical and electrical equipment that exclusively serve the Residential Elevators, the Residential Elevator Shafts, the Residential Stairwells, and all mechanical and electrical equipment that exclusively serve the Residential Stairwells. For the purposes of this Master Declaration, the Residential LCE shall also be deemed to include the pedestrian bridge that connects the Eighth (8<sup>th</sup>) Floor of the Building to the adjacent parking garage; even though such pedestrian bridge is not technically a part of the Property that that is the subject of this Master Declaration. All Residential Common Expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the Residential LCE shall be borne solely by the Owners of the Residential Units to which such Master Limited Common Elements are allocated and assigned, in accordance with the Residential Sub-Allocated Interests that are set forth in **Exhibit E** annexed hereto.
- (76) "Residential Stairwell" means any stairwell (including the stairs therein) that is identified or labeled on the Master Plat as a Residential Stairwell or similar designation. The Residential Stairwells (together with all mechanical and electrical equipment that

exclusively serve the Residential Stairwells) are Residential LCE.

- (77) "Residential Storage Area" means any area that is identified or labeled on the Master Plat as a Residential Storage Area or similar designation. Any Residential Storage Areas which are identified on the Master Plat as being LCE for Unit F are LCE Unit F, for the exclusive use and benefit of Unit F. Any Residential Storage Areas which are identified on the Master Plat as being LCE for Unit G are LCE Unit G, for the exclusive use and benefit of Unit G. Any other Residential Storage Areas which are identified on the Master Plat are for the joint and common use and benefit of both of the Unit F and the Unit G, and said joint and common use Residential Storage Areas are Residential LCE. The Bike Storage Area on the first (1<sup>st</sup>) floor of the Building is a joint and common use Residential Storage Area that is Residential LCE, for the joint and common use and benefit of both of the Unit F and the Unit G.
- (78) "Residential Sub-Allocated Interest(s)" means the interest attributed and allocated to each Residential Unit in the aggregate in interest of the undivided ownership of the Residential LCE and Residential Common Expense Liability. The Residential Sub-Allocated Interest percentage interest attributed and allocated to each Residential Unit is set forth in Exhibit E annexed hereto and incorporated herein by this reference. The Residential Sub-Allocated Interest percentage interest attributed and allocated to each Residential Unit has been determined on the basis of the ratio of the actual square footage of each Residential Unit to the total square footage of all of the Residential Units of the Master Condominium.
- (79) "Residential Trash Area" means any area in the basement of the Building, or in any other portion of the Building, that is identified or labeled on the Master Plat as a Residential Trash Area or similar designation. The Residential Trash Areas are Residential LCE.
- (80) "Residential Trash Equipment" means any trash compactor or other trash handling equipment or apparatus which is located on or within a Residential Trash Area, or which exclusively serves or functions as part of the trash disposal system for the Residential Units. The Residential Trash Equipment hereby is established, allocated and assigned as Master Limited Common Element for the exclusive joint use and benefit of the Residential Units.
- (81) "Residential Unit" means the Unit F or the Unit G, as the case may be.
- (82) "Residential Unit Owner" means the party or parties owning fee title to a Residential Unit.
- (83) "Residential Use" or "Res. Use" means the lawful residential use and occupancy permitted for any of the separately demised portions of the Residential Units, and any supporting compatible uses within the Residential Units or within any LCE allocated to any of the Residential Units, such as hallways, entrances, lobbies, stairways, elevators, community rooms, clubhouse, gym or fitness area, janitorial rooms, mechanical & electrical rooms, utility rooms, supply rooms and cabinets, residential apartment leasing and management offices, and the like, located within the Residential Units or within any LCE allocated to any of the Residential Units. Residential Use includes any Permitted Home Business Use.
- (84) [Intentionally Deleted].
- (85) "Rooftop LCE" means any rooftop area on any roof of the Building that is allocated and assigned as Master Limited Common Element to any one or more Units. Rooftop LCE areas are identified or labeled on the Master Plat as a Rooftop LCE or similar designation. The Master Plat designates and depicts the Rooftop LCE areas and the Unit or Units to which each such Rooftop LCE area is allocated and assigned. Each Rooftop LCE area is reserved for the exclusive use and benefit of the Unit or Units to which each such Rooftop

LCE area is allocated and assigned. Any Rooftop LCE area which is identified on the Master Plat, but which the Master Plat does not allocate or assign to a particular Unit or Units, is Rooftop LCE area allocated and assigned for the joint and common use and benefit of the Unit F and the Unit G, and said Rooftop LCE area is Residential LCE. The Air-Space over each Rooftop LCE area is a part of the applicable Rooftop LCE area. The remainder of the rooftop areas of the Building (other than the Rooftop LCE and the Air-Space over said Rooftop LCE) is Master Common Element.

- (86) "Security Holder" means the holder or legal owner or beneficiary of any Security Interest encumbering a Unit or a Sub-Unit.
- (87) "Security Interest" means any mortgage or deed of trust encumbering a Unit or a Sub-Unit.
- (88) "Special Master Declarant Right(s)" means the rights reserved hereby to Master Declarant to exercise the additional Special Master Declarant Rights set forth in Section 12.4 hereof.
- (89) "Sub-Association" means a condominium unit owners association for the benefit of the Sub-Unit Owners under a Supplemental Condominium Declaration.
- (90) "Sub-Unit" means, as the case may be, either: (a) a separate portion of one of the Units under this Master Declaration, that has been created, established and platted of record, by the subdivision of one of the Units under this Master Declaration pursuant to and in accordance with the terms, conditions and provisions of Article 11 hereof; or (b) a separate portion of a previously created Sub-Unit, that has been created, established and platted of record, by the subdivision of a previously created Sub-Unit, pursuant to and in accordance with the terms, conditions and provisions of Article 11 hereof. Each Sub-Unit is a physical portion of the applicable Unit or applicable Sub-Unit from and out of which it is subdivided, that is designated for separate ownership or occupancy. Each Sub-Unit shall be designated and delineated on a Supplemental Plat that is Recorded for the purpose and effect of subdividing the applicable Unit or applicable Sub-Unit. The boundaries of each Sub-Unit, both as to vertical and horizontal planes, shall be shown on the Supplemental Plat that is Recorded for the purpose and effect of subdividing the applicable Unit or applicable Sub-Unit. Each Sub-Unit includes all spaces, interior partitions, fixtures, heating, hot water, air conditioning mechanical equipment and other improvements within the boundaries of the Sub-Unit; excepting that a Sub-Unit excludes all Master Common Elements and Master Limited Common Elements that are located within the boundaries of the Sub-Unit.
- (91) "Sub-Unit Owner" means the party or parties owning fee title to a Sub-Unit.
- (92) "Supplemental Condominium Declaration" means a condominium declaration that is recorded by a Unit Owner in connection with and in furtherance of such Unit Owner's subdivision into Sub-Units of the applicable Unit owned by such Unit Owner, which Supplemental Condominium Declaration is applicable only to the applicable Unit owned by such Unit Owner.
- (93) "Supplemental Plat" means a record condominium plat that is Recorded in the Real Estate Records of the City of St. Louis, Missouri, by a Unit Owner with respect to a Unit or Sub-Unit owned by such Unit Owner, for the purpose and effect of subdividing the applicable Unit or applicable Sub-Unit, pursuant to and in accordance with the terms, conditions and provisions of Article 11 hereof.
- (94) "Unit" means the Unit A, the Unit B, the Unit C, the Unit D, the Unit E, the Unit F or the Unit G, as the case may be. Each Unit is a physical portion of the Condominium designated for separate ownership or occupancy. Each Unit is designated and delineated

on the Master Plat, and is designated by this Master Declaration for separate ownership. The boundaries of each Unit, both as to vertical and horizontal planes, are shown on the Master Plat. Each Unit includes all spaces, interior partitions, fixtures, heating, hot water, air conditioning mechanical equipment and other improvements within the boundaries of the Unit; excepting that a Unit excludes all Master Common Elements and Master Limited Common Elements that are located within the boundaries of the Unit.

- (95) "Unit A" means the Unit A that is depicted on the Master Plat, comprising the applicable portions of the lower level floor of the Building that are shown on the Master Plat as Unit A, from the upper surface of the slab, joists or beams supporting the lower floor of the Building to the lower surface of the joists and beams supporting the first floor of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located on the lower level floor of the Building. The Unit A expressly includes all windows and window frames that physically abut the Unit A. The Unit A expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit A, to-wit: Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, and all mechanical and electrical equipment that serves the Residential Elevators.
- (96) "Unit B" means the Unit B that is depicted on the Master Plat, comprising the applicable portions of the first (1<sup>st</sup>) floor of the Building that are shown on the Master Plat as Unit B, from the upper surface of the slab, joists or beams supporting the first (1<sup>st</sup>) floor of the Building to the lower surface of the joists and beams supporting the second (2<sup>nd</sup>) floor of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located on the first (1<sup>st</sup>) floor of the Building. The Unit B expressly includes all windows and window frames that physically abut the Unit B. The Unit B expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit B, to-wit: the Commercial Entrance & Lobby Areas, the Residential Entrance & Lobby Areas, the Residential Storage Areas, the Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, and all mechanical and electrical equipment that serves the Residential Elevators.
- (97) "Unit C" means the Unit C that is depicted on the Master Plat, comprising the applicable portions of the second (2<sup>nd</sup>) floor of the Building that are shown on the Master Plat as Unit C, from the upper surface of the slab, joists or beams supporting the second (2<sup>nd</sup>) floor of the Building to the lower surface of the joists and beams supporting the third (3<sup>rd</sup>) floor of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located on the second (2<sup>nd</sup>) floor of the Building. The Unit C expressly includes all windows and window frames that physically abut the Unit C. The Unit C expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit C, to-wit: Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, and all mechanical and electrical equipment that serves the Residential Elevators.

- (98) "Unit D" means the Unit D that is depicted on the Master Plat, comprising the applicable portions of the third (3<sup>rd</sup>) floor of the Building that are shown on the Master Plat as Unit D, from the upper surface of the slab, joists or beams supporting the third (3<sup>rd</sup>) floor of the Building to the lower surface of the joists and beams supporting the fourth (4<sup>th</sup>) floor of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located on the third (3<sup>rd</sup>) floor of the Building. The Unit D expressly includes all windows and window frames that physically abut the Unit D. The Unit D expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit D, to-wit: Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, and all mechanical and electrical equipment that serves the Residential Elevators.
- (99) "Unit E" means the Unit E that is depicted on the Master Plat, comprising the applicable portions of the fourth (4<sup>th</sup>) floor of the Building that are shown on the Master Plat as Unit E, from the upper surface of the slab, joists or beams supporting the fourth (4<sup>th</sup>) floor of the Building to the lower surface of the joists and beams supporting the fifth (5<sup>th</sup>) floor of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located on the fourth (4<sup>th</sup>) floor of the Building. The Unit E expressly includes all windows and window frames that physically abut the Unit E. The Unit F expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit E, to-wit: Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, and all mechanical and electrical equipment that serves the Residential Elevators.
- (100) "Unit F" means the Unit F that is depicted on the Master Plat, comprising the applicable portions of the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), seventh (7<sup>th</sup>), eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of the Building that are shown on the Master Plat as Unit F, from the upward face of the floor joists and support beams supporting the fifth (5<sup>th</sup>) floor of the Building through the lower surface of the joists and beams supporting the tenth (10<sup>th</sup>) floor of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>), seventh (7<sup>th</sup>), eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) floors of the Building. The Unit F expressly includes all windows and window frames that physically abut the Unit F. The Unit F expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit F, to-wit: Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, all mechanical and electrical equipment that serves the Residential Elevators, the Residential Community Rooms, and the Residential Storage Areas.
- (101) "Unit G" means the Unit G that is depicted on the Master Plat, comprising the applicable portions of the tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>), twelfth (12<sup>th</sup>), thirteenth (13<sup>th</sup>), fourteenth (14<sup>th</sup>), fifteenth (15<sup>th</sup>), Sixteenth (16<sup>th</sup>), seventeenth (17<sup>th</sup>), eighteenth (18<sup>th</sup>), nineteenth (19<sup>th</sup>), twentieth (20<sup>th</sup>) and twenty-first (21<sup>st</sup>) floors of the Building that are shown on the

Master Plat as Unit G, from the upper surface of the slab, joists or beams supporting the tenth (10<sup>th</sup>) floor of the Building through the lower surface of the roof and roof systems of the Building, excluding any and all Master Common Elements and Master Limited Common Elements that are located in the Building. The Unit G expressly includes all windows and window frames that physically abut the Unit G. The Unit G expressly excludes the floor joists or slabs and support beams separating each floor of the Building from each other floor of the Building, and expressly excludes all portions of the following Master Limited Common Elements to the extent that such Master Limited Common Elements are located within the boundaries of the Unit G, to-wit: Common Stairwells, the Commercial Stairwells, Residential Stairwells, the Commercial Elevators, the Commercial Elevator Shafts, all mechanical and electrical equipment that serves the Commercial Elevators, the Residential Elevators, the Residential Elevator Shafts, and all mechanical and electrical equipment that serves the Residential Elevators.

- (102) "Unit Owner" or "Owner" means the party or parties owning fee title to a Unit.
- (103) "Vote" means, as the context indicates "to vote", or "the vote" that is allocated and assigned to a Unit. Each of Unit A, Unit B, Unit C, Unit D, Unit E, Unit F and Unit G shall have the number of Votes that is assigned to each such Unit as set forth in Exhibit F annexed hereto and incorporated herein by this reference. The Votes shall be exercised as provided in this Master Declaration and the By-Laws.
- (104) "YMCA" is The Young Men's Christian Association Of Greater St. Louis.

## **ARTICLE 2 -- SUBMISSION OF THE PROPERTY TO THE ACT**

**2.1 -- Submission.** Master Declarant hereby submits the Property to the Act and this Master Declaration.

**2.2 -- Name.** The Property shall hereafter be known as: **MARQUETTE BUILDING MASTER CONDOMINIUM.**

**2.3 -- Division of Property Into Separate Owned Units and Common Elements.** Master Declarant, pursuant to the Act and to establish a plan of condominium ownership for the Units does hereby divide the Property into separate Units and Common Elements (including Limited Common Elements), and does hereby designate such Units for separate ownership. The Units are contained in the one (1) Building that is shown on the Master Plat.

**2.4 -- Identification of Units.** Units (including certain Master Limited Common Elements, if any, allocated to such Units) in the Building located on the Property have been legally described on the Master Plat. Each Unit constitutes a fee simple legal estate in the portion of the Property encompassed by the Unit. The Unit Owner of a Unit holds and owns fee simple title to the particular Unit. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Master Plat, and as set forth in the Master Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Owner's corresponding Master Allocated Interest, Commercial Sub-Allocated Interest and residential Sub-Allocated Interest, as the case may be, even though the same is not expressly mentioned or described therein. The description of each Unit shall include all rights and privileges of said Unit, along with Master Limited Common Elements, if any. Each Unit Owner shall be entitled to the Master Allocated Interest appertaining to his Unit as computed and set forth in this Master Declaration.

**2.5 -- Ownership of Certain Items.** No Unit Owner shall own any Master Common Elements and Master Limited Common Element located within the boundaries his Unit or otherwise running through his Unit, except to the extent of his Master Allocated Interest.

**2.6 -- Master Limited Common Elements.** The Master Limited Common Elements are as defined and

established in Section 1.1 hereof. In addition to the Master Limited Common Elements as defined Section 1.1 hereof, the Master Limited Common Elements shall also include the items set forth as Master Limited Common Elements in and pursuant to Section 448.2-102 of the Act. The Master Limited Common Elements, if any, serving or designed to serve or allocated or attributed to each respective Unit are hereby allocated solely and exclusively to each such Unit.

**2.7 -- Covenants Against Partition.** As provided in Section 448.2-107.5 of the Act, the Master Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Master Common Elements made without the Unit to which that interest is allocated, is void. Nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

**2.8 -- Condominium Ordinances.** The Master Condominium is not subject to any ordinances of the City of St. Louis, Missouri, which is not also imposed upon physically similar developments under different forms of ownership. This statement is made pursuant to Section 448.1-106 of the Act for the purpose of providing marketable title to the Units of the Master Condominium.

**2.9 -- Location.** The Master Condominium is located in the City of St. Louis, Missouri.

**2.10 -- Unit Allocations.**

(a) The Master Allocated Interests of the Units in the Master Common Elements and in the Master Common Expenses of the Master Association allocated and attributed to the Units are set forth in Exhibit C attached hereto and hereby made a part hereof; subject, however, to the terms and provisions of Section 1.1 hereof, Sections 2.10(b) and (c) hereof, and Section 6.1 hereof, as pertain to Commercial Common Expenses, Residential Common Expenses, and Master Common Expenses attributable to Master Limited Common Elements. The Master Allocated Interest percentage interest attributed and allocated to each Unit has been determined by the Master Declarant based on the ratio of the square footage of each of the Units to the total square footage of all of the Units in the Master Condominium.

(b) **Commercial Sub-Allocated Interests of the Commercial Units.**

(1) The Commercial Sub-Allocated Interests of the Commercial Units in the Commercial Common Expenses of the Master Association allocated and attributed to the Commercial Units initially are set forth in Exhibit D attached hereto and hereby made a part hereof. The Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit has been initially determined on the basis of the ratio of the actual square footage of each Commercial Unit (other than the Unit B) to the total square footage of all of the Commercial Units of the Master Condominium (other than the Unit B).

(2) The Unit B is located entirely on the first (1<sup>st</sup>) floor of the Building, and the Unit B has its own entrances and exits to and from the Unit B, from and to the adjacent public street. For said reason, the Master Declarant has determined that the Unit B will be using and enjoying the Commercial Elevators, the Commercial Stairwells, the Commercial Entrance & Lobby Areas, and the other areas and facilities that are the Commercial LCE, only on an incidental, occasional and non-material basis. For said reason, this Master Declaration provides that: (A) the Unit B and the Owner of the Unit B initially do not have the right to use and enjoy the Commercial LCE (other than incidental, occasional and non-material uses thereof); and (B) the Commercial Sub-Allocated Interest allocated and assigned to the Unit B initially is zero percent (0%). In the event that the Owner of the Unit B determines (in its sole and absolute discretion) that the practical use, occupancy and enjoyment of the Unit B does require that the Owner of the Unit B have the common right to use and enjoy some or all of the Commercial LCE on a regular material basis, then the Owner of the Unit B shall have the right (exercised by written notice to the other Commercial Unit Owners and to the Master Association) to make a one-time irrevocable election to avail itself of the common right of the Commercial Unit Owners to use and enjoy the Commercial LCE on a regular or material basis. In the event that the Owner of Unit B does so irrevocably elect to avail itself of such right to use and enjoy the Commercial LCE on a regular material basis, thence, from and after the

date of such election, (C) the Owner of Unit B shall have the right to use and enjoy the Commercial LCE on a regular material basis in common with the other Commercial Unit Owners; and (D) the Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit shall be the amounts re-calculated and re-determined as follows:

The Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit shall be determined on the basis of the ratio of the actual square footage of each Commercial Unit (including than the Unit B) to the total square footage of all of the Commercial Units of the Master Condominium (including than the Unit B).

Further, in the event that the Owner of Unit B does so elect to avail itself of such right to use and enjoy the Commercial LCE on a regular material basis, the Master Association and the Commercial Unit Owners shall enter into, execute, deliver and record an amendment or supplement to this Master Declaration, for the purpose of: (E) memorializing and establishing of record said irrevocable election made by the Owner of Unit B; and (F) amending the Exhibit D to this Master Declaration to set forth the newly re-calculated and re-determined Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit, in accordance with the formula set forth above.

(c) The Residential Sub-Allocated Interests of the Residential Units in the Residential Common Expenses of the Master Association allocated and attributed to the Residential Units are set forth in Exhibit E attached hereto and hereby made a part hereof. The Residential Sub-Allocated Interest percentage interest attributed and allocated to each Residential Unit has been determined on the basis of the ratio of the actual square footage of each Residential Unit to the total square footage of all of the Residential Units of the Master Condominium.

**2.11 -- Number Units in the Building.** The Master Declarant has created **seven (7) initial or original Units in the Building** within the Property, all of which **seven (7) original Units** are and shall be created on the date of Recording of this Master Declaration, and all of which **seven (7) original Units** are shown on the Master Plat. Provided, However, that: (a) the Declarant and/or any successor Owner of any of the Residential Units that are shown on the Master Plat has and shall have the absolute right to subdivide the Residential Unit owned by such Owner into separate individual condominium Sub-Units comprised of Individually Dwelling Units, pursuant to and in accordance with Article 11 hereof; and (b) the Declarant and/or any successor Owner of any of the Commercial Units that are shown on the Master Plat has and shall have the absolute right to subdivide the Commercial Unit owned by such Owner into separate individual condominium Sub-Units comprised of individual commercial spaces, pursuant to and in accordance with Article 11 hereof.

**2.12 -- No Right of First Refusal.** This Master Declaration does not contain any provisions for right of first refusal to purchase, option to purchase, or similar restrictions. Each owner may freely convey and transfer his Unit, subject only to the terms and conditions of this Master Declaration, the Master Plat, the By-Laws, and the applicable zoning ordinances.

### ARTICLE 3 -- MASTER COMMON ELEMENTS

**3.1 -- Master Common Elements.** The Master Common Elements are the Master Common Elements as defined in Section 1.1 hereof, including (without limitation):

(a) All of the Property (excepting the Units).

(b) All electrical wiring throughout the Property (except that within Units); all pipes, wires, cables and conduits throughout the Property (except those within Units); all utility installations, sanitary sewer facilities, laundry facilities and connections for gas, sanitary sewer, electricity, light, water and plumbing (except those within Units). Any such installation exclusively serving only one Unit, whether such installation is located wholly or partially within or outside said Unit, shall be considered as being "within" and being a part of said Unit which is exclusively served by such installation. In addition, any heating, hot water

and air conditioning equipment exclusively serving only one such Unit, whether such equipment is located wholly or partially within or outside said Unit, shall be considered as being "within" and being a part of said Unit which is exclusively served by such equipment.

(c) The foundations, exterior walls and interior walls separating Units (excluding all wall coverings and glass surfaces), roofs, gutters, downspouts, common hallways to basements with access from common hallways and all other common portions of the Property not included within Units.

(d) Any auxiliary buildings, if any, and any other structures and facilities which may at any time be situated on the Property.

**3.2 Windows and Window Frames.** The windows and window frames abutting any Unit are a part of the applicable Unit to which they physically abut. Any other windows and window frames are a part of the interior Master Common Element areas to which they abut. In the event that any such windows and window frames abut an interior Master Common Element area which is a Master Limited Common Element area, then the applicable windows and window frames are a part of the applicable Master Limited Common Element area.

#### **ARTICLE 4 -- EASEMENTS**

**4.1 -- Encroachment.** Through construction, settlement or shifting of the Building, should any part of the Master Common Elements encroach upon any part of a Unit, or should any part of a Unit encroach upon any part of the Master Common Elements or upon any other Unit, easements for the continuation and maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Unit Owner or the Master Common Elements, as the case may be, for as long as encroachment exists, PROVIDED HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owners.

**4.2 -- Easements to Unit Owners.** Perpetual easements are hereby established for all Unit Owners in the Property, their families, tenants, guests, invitees and servants, for use and enjoyment of all Master Common Elements. In addition, each Unit Owner hereby is granted a perpetual non-exclusive easement through the common hallways of the Master Common Elements for ingress and egress to and from, and for access to, the Unit owned by such Unit Owner. In addition thereto, each Unit Owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any balcony, porch, exterior doorway, or terrace which adjoins his Unit and to which he has sole access, PROVIDED HOWEVER, that no Unit Owner shall enlarge, modify, improve, decorate or landscape any such balcony, porch or terrace without the prior written consent of the Executive Board.

**4.3 -- Easements in Gross.** Each Unit Owner shall have an easement in common with the owners of the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Master Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Master Common Elements located in such Unit and serving other Units. The Executive Board, its appointees, employees or agents, shall have the right of access to each Unit to inspect same and remove violations therefrom and to inspect, maintain, repair or replace the Master Common Elements contained wholly or partially therein. The Property shall be subject to a perpetual easement to the Master Association, its appointees, employees or agents, for ingress and egress to perform its obligations and duties required by this Master Declaration and By-Laws. Should it be necessary to enter a Unit to inspect and remove a violation or to inspect, maintain, repair or replace any Master Common Element, the appointees, employees or agents of the Executive Board shall be entitled to entrance by exhibiting to the Unit Owner or occupant an order from the Board. Each Unit Owner and/or occupant of a Unit shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the Executive Board, shall not subject the Executive Board, its appointees, employees or agents to trespass, but any damage to the Unit as a result of forced entry or as a result of any repair of a Master Common Element from within the Unit shall be repaired by the Executive Board as part of the

Master Common Expense. In the event any Unit Owner or occupant shall fail to provide access to the Unit as herein provided, the Executive Board may (in addition to exercising other lawful remedies) obtain an order of court for such access, and the costs and reasonable attorney fees shall be taxed against the Unit Owner or occupant.

**4.4 -- Utility Easements.** Easements, as shown on the Master Plat, or as may be subsequently granted by Master Declarant or the Executive Board, are established and dedicated for sanitary and storm sewers, electricity, gas, water, and telephones and for all other Public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the Master Common Elements.

**4.5 -- Effect of Easements.** All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon the Master Declarant, its successors or assigns, and any Unit Owner, purchaser, mortgagee or other Person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

**4.6 -- Existing Easements, Building Lines, Restrictions and Other Title Matters of Record.** The Property presently is subject to the existing easements, building lines, restrictions and other title matters of record described in Exhibit G annexed hereto and incorporated herein by this reference.

**4.7 -- Miscellaneous Additional Easements.**

(a) In the event of a fire or casualty, or in the event of any other bona fide emergency, the Unit Owner(s) of the Commercial Units (and their respective tenants and subtenants and their respective contractors, agents and invitees) are hereby granted a limited right of use of, access to and entry upon the Residential Stairwells, for the purpose of egress from the Building. In the event of a fire or casualty, or in the event of any other bona fide emergency, the Unit Owner(s) of the Residential Units (and their respective tenants and subtenants and their respective contractors, agents and invitees) are hereby granted a limited right of use of, access to and entry upon the Commercial Stairwells, for the purpose of egress from the Building.

(b) The Master Association and each Commercial Unit Owner is hereby granted an easement for incidental, occasional and non-material use of, and ingress, egress and passage through, the Residential Elevators, the Residential Stairwells, the Residential Entrance & Lobby Areas and other Residential LCE areas, for the purpose of access to Master Common Element areas and Commercial LCE areas, for repair, maintenance and replacement of said Master Common Element areas and Commercial LCE areas.

(c) The Master Association and each Residential Unit Owner is hereby granted an easement for incidental, occasional and non-material use of, and ingress, egress and passage through, the Commercial Elevators, the Commercial Stairwells, the Commercial Entrance & Lobby Areas and other Commercial LCE areas, for the purpose of access to Master Common Element areas and Residential LCE areas, for repair, maintenance and replacement of said Master Common Element areas and Residential LCE areas.

**ARTICLE 5 -- UNIT OWNERS' RIGHTS AND RESTRICTIONS**

**The use of the Units and Master Common Elements is restricted as follows:**

**5.1 -- Residential Units.** Each Residential Unit is hereby restricted to **Residential Use**. For all purposes of this Section 5.1 and this Master Declaration, Residential Use of an Individual Dwelling Units within a Residential Unit includes Permitted Home Business Uses of the Individual Dwelling Units. Notwithstanding anything to the contrary contained in this Master Declaration, Permitted Home Business Uses are and shall be permitted uses of the Individual Dwelling Units.

No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any of the Residential Units, excepting that Permitted Home Business Uses are and shall be permitted uses of the Individual Dwelling Units.

**5.2 – Commercial Units.**

(a) Each Commercial Unit is hereby restricted to **Commercial Use**. Except as expressly restricted by Section 5.2(b), (c) and (d) hereof, the permitted Commercial Uses of the Commercial Units expressly include any and all lawful commercial uses permitted under the zoning applicable to the Commercial Units.

(b) **Unit A, Unit B and Unit C -- No Fitness Center.** No portion of the Unit A, the Unit B and the Unit C may be used or occupied as a gymnasium, or as a fitness center, or as a work-out facility; excepting upon the prior written consent first obtained of each of the Unit Owner of Unit D and the Unit Owner of Unit E, and (so long as the YMCA, or any affiliate thereof, is the tenant or occupant of any portion of the Unit D and/or the Unit E) the prior written consent first obtained of the YMCA.

(c) **Nuisances.** The Commercial Units may not be used or occupied directly or indirectly for any of the following uses or purposes, to-wit: a theatre, an auditorium or meeting hall, a dance hall, an off-track betting business, a billiard or pool hall, a bingo parlor, a facility for any other games of chance, a massage parlor, a game arcade, a bowling alley, a skating rink, an automobile sales facility, a car wash, car repair or car rental facility or agency, a gasoline station, an adult book, adult video tape or adult novelty store, an adult theatre, a second hand store, a flea market or liquidation store.

(d) **Hours of Business Operations.** With respect to any Commercial Units that are used and operated as restaurants, bars, retail business establishments or other commercial business that are open to the general public, the hours of operation thereof shall be restricted as follows:

**Closed for Business:** Such business establishments shall be closed for business to the general public during the following hours (the "Closed Hours"), to-wit:

- (1) 12:01 am Monday morning, to 6:00 am on the same morning (Monday);
- (2) 12:01 am Tuesday morning, to 6:00 am on the same morning (Tuesday);
- (3) 12:01 am Wednesday morning, to 6:00 am on the same morning (Wednesday);
- (4) 12:01 am Thursday morning, to 6:00 am on the same morning (Thursday);
- (5) 12:01 am Friday morning, to 6:00 am on the same morning (Friday);
- (6) 1:30 am Saturday morning, to 6:00 am on the same morning (Saturday); and
- (7) 1:30 am Sunday morning, to 6:00 am on the same morning (Sunday).

**Open for Business:** Such business establishments may be open for business to the general public only during the following hours (the "Open Hours"), to-wit:

- (1) 6:00 am each Monday morning, until 12:01 am on the next succeeding day (Tuesday morning);
- (2) 6:00 am each Tuesday morning, until 12:01 am on the next succeeding day (Wednesday morning);
- (3) 6:00 am each Wednesday morning, until 12:01 am on the next succeeding day (Thursday morning);
- (4) 6:00 am each Thursday morning, until 12:01 am on the next succeeding day (Friday morning);
- (5) 6:00 am each Friday morning, until 1:30 am on the next succeeding day (Saturday morning);
- (6) 6:00 am each Saturday morning, until 1:30 am on the next succeeding day (Sunday morning); and
- (7) 6:00 am each Sunday morning, until 12:01 am on the next succeeding day (Monday morning).

morning).

**Incidental Business Activities:** Provided, however, that so long as the business establishment is in fact closed for business to the general public during the applicable Closed Hours, then other incidental activities business (such as deliveries, stocking, cleaning, office activities, etc.) may take place and be conducted during the applicable Closed Hours.

#### **5.4 -- All Units -- Hazardous Materials.**

(a) Each Unit Owner (for itself and its tenants, subtenants, employees, agents, successors and assigns) covenants, promises and agrees that it will not use, manufacture, store, treat, transport, refine, handle, produce or dispose of any Hazardous Materials in, at, on, under, upon or from the Unit owned by such Unit Owner or any Master Common Elements. Each Unit Owner (for itself and its tenants, subtenants, employees, agents, successors and assigns) further covenants, promises and agrees that it will not discharge, deposit, inject, dump, leak, spill, place or allow escape of any Hazardous Materials in, at, on, under, upon or from the Unit owned by such Unit Owner or the Master Common Elements, or into the sewer system serving the Unit owned by such Unit Owner or the Master Common Elements. Each Unit Owner agrees to and shall indemnify, defend and hold the other Unit Owners and the Master Association harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses, removal and/or remedial costs and/or charges, costs and expenses (including attorney's fees) arising or resulting from, or suffered, sustained or incurred by any of the other Unit Owners or the Master Association as a result of any breach by such Unit Owner of any of its covenants in this Section 5.4(a).

(b) Notwithstanding the foregoing provisions of this Section 5.4(a), each Unit Owner may use and store minimal quantities of substances in the Unit owned by such Unit Owner which technically could be considered Hazardous Materials, provided that: (1) such substances are a type and are held only in a quantity normally used in connection with the use, occupancy or operation of comparable premises (such as cleaning fluids, and supplies normally used in the day to day operation of homes, restaurants and business offices), (2) such substances are being held, stored and used in complete and strict compliance with all applicable environmental laws, (3) the indemnity contained in Section 5.4(a) shall always apply to such substances, and (4) it shall be and continue to be the responsibility of the Unit Owner to take all remedial actions required under and in accordance with this Section 5.4(a) in the event of any unlawful release of any such substance.

#### **5.5 -- All Units -- Telecommunications Facilities.**

(a) For the purposes hereof, "Large Telecommunications Facility" means any telecommunications transmission or receiving tower, antenna, dish or other facility that has a height of more than twenty-four (24) inches or a dish width of more than twenty-four (24) inches. For the purposes hereof, "Other Telecommunications Facility" means any other telecommunications transmission or receiving tower, antenna, dish or other facility, other than a Large Telecommunications Facility.

(b) No Large Telecommunications Facilities shall be located, placed, installed, erected, constructed or maintained on the exterior of any of the Units, on any exterior wall or roof of the Building, or on any other portion of the Master Common Elements; excepting in all events upon the prior written consent and approval of the Master Association; but subject to and except as may otherwise be provided under applicable federal, state and local law. The Master Association's consent and approval to Large Telecommunications Facilities may be withheld and denied for any reason or no reason, in the sole and absolute discretion of the Master Association; and any consent and approval that is granted, may thereafter be revoked and terminated by the Master Association for any reason or no reason, in the sole and absolute discretion of the Master Association. In addition, in the event that the Master Association consents to and approves a Large Telecommunications Facility in any one instance, the Master Association may withhold and deny consent and approval in other instances, for any reason or no reason, in the sole and absolute discretion of the Master Association. All such Large Telecommunications Facilities to which the Master

Association consents shall be subject to such rules, regulations and requirements as the Master Association enacts regarding the location, placement, installation, erection, construction or maintenance of Large Telecommunications Facilities.

(c) No Other Telecommunications Facilities shall be located, placed, installed, erected, constructed or maintained on the exterior of any of the Units, on any exterior wall or roof of the Building, or on any other portion of the Master Common Elements; excepting in all events upon the prior written consent and approval of the Master Association, such consent not to be unreasonably, withheld, delayed or conditioned; and subject to and except as may otherwise be provided under applicable federal, state and local law. All such Other Telecommunications Facilities to which the Master Association consents shall be subject to such reasonable rules, regulations and requirements as the Master Association enacts regarding the location, placement, installation, erection, construction or maintenance of Other Telecommunications Facilities.

**5.6 – Notification of Occupants Units.** Each Unit Owner shall from time-to-time notify the Executive Board of the entity(ies) and/or Person(s) who are to be the occupant(s) of the Unit owned by such Unit Owner. All provisions of this Master Declarant shall apply to such designated occupants the same as if the occupants owned the Unit.

**5.7 – Compliance With Master Declaration, By-Laws and Rules and Regulations.** Each Unit Owner and occupant shall comply with all applicable provisions of the Act, this Master Declaration, the By-Laws, and such rules and regulations as from time to time are promulgated by the Executive Board or the Master Association, as amended from time to time, and failure to comply with any such provisions and rules and regulations shall be grounds for an action by the Master Association, an aggrieved Unit Owner, or any Person or class of Persons adversely affected, for appropriate relief, including recovery of damages, injunctive relief, or both. If a Master Declarant or any other person subject to the Act fails to comply with any provision of the Act or the this Master Declaration or the By-Laws, any person or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damage may be awarded in the case of willful, wanton and malicious failure to comply with any provision of the Act. The court, in an appropriate case, may award reasonable attorney's fees.

**5.8 – Obstructions.** There shall be no obstructions on any portions of the Master Common Elements nor any storage in the Master Common Elements without prior written consent of the Executive Board.

**5.9 – Maintenance of Units.** Each Unit Owner shall maintain and keep his Unit in good order and repair.

**5.10 -- Signs, Windows, Laundry, Articles, Etc.,** No signs shall be hung or displayed on any Master Common Element or the insides or outside of windows, patio doors or placed on walls of the Building or on any fences, and no awnings, canopy or shutter, shall be affixed to or placed upon an exterior wall or roof without prior written consent of the Executive Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the Master Common Elements or the Master Limited Common Elements, or on or about the exteriors of the Building. All signage shall be subject to such reasonable rules, regulations and requirements as the Master Association enacts.

**5.11 – Animals.** No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Property, except that, either:

(a) two (2) dogs, with a weight limit of seventy-five (75) pounds per dog, and a combined weight limit of one hundred (100) pounds for both dogs;

OR

(b) three (3) cats;

OR

- (c) two (2) cats and one (1) dog, with a weight limit of seventy-five (75) pounds for the dog;

may be kept as pets in an Individual Dwelling Unit, subject to the rules and regulations of the Executive Board and applicable law of the jurisdiction wherein said Condominium is located. In addition, up to two (2) caged birds may be kept as pets in an Individual Dwelling Unit, subject to the rules and regulations of the Executive Board and applicable law of the jurisdiction wherein said Condominium is located. Fish and reptiles that are maintained in a household aquarium shall not be deemed to be "animals" as defined herein. Any pet creating a nuisance or unreasonable disturbance or noise (in the sole judgment of the Executive Board) shall be permanently removed from the property upon written notice from the Executive Board. Any pet owner shall be responsible for complying with all regulations relating to pets established by the Executive Board.

**5.12 -- Nuisances.** No noxious or offensive activity as determined by regulations issued by the Executive Board shall be carried on in any Unit or in the Master Common Elements, nor shall anything be done which will become an annoyance or a nuisance to other owners or occupants. No trucks, trailers, campers, recreational vehicles or other large vehicles may be kept or parked upon any portion of the Property, except upon prior written approval of the Executive Board. No vehicles shall be kept or parked upon any portion of the Property. Vehicle repairs are not permitted on any portion of the Property. The Master Association shall enact reasonable rules and regulations regarding delivery trucks and deliveries, and regarding use of loading dock areas.

**5.13 -- Use Not to Increase Insurance; No Waste.** Nothing shall be done to or kept in any Unit or the Master Common Elements, and no Unit Owner shall do anything in any Unit or the Master Common Elements, that will increase any rate of insurance maintained with respect to the Master Condominium or which would be in violation of law, without the prior written consent of the Executive Board. No Unit Owner or occupant shall permit anything to be done or to be kept in his Unit or the Master Common Elements that will result in the cancellation of insurance maintained with respect to the Master Condominium, or that would be in violation of any law, or that will result in the commission of waste (damage, abuse or destruction) to or in his Unit or the Master Common Elements.

**5.14 -- No Alterations.** Each Unit Owner is prohibited from making any alterations, installations, removals, reconstruction or repair to his Unit or Units which will impair the structural integrity of the Building within which such Unit is located, or which will impair any mechanical or electrical system of such Building, or which will adversely affect either the thermal or acoustical character of said Unit or Building, or which will lessen the support of any portion of the Unit or Building, or which will violate any applicable law, ordinance or governmental rule, regulation or order.

**5.15 -- Rules and Regulations.** In addition to the foregoing restrictions, conditions and covenants concerning the use of the Master Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Executive Board or the Master Association, as more fully provided in Section 15.2 hereof and the By-Laws.

## **ARTICLE 6 -- ASSESSMENTS**

### **6.1 -- Assessment for Master Common Expenses.**

(a) **Master Common Expenses (All Units).** The Master Association (acting by and through the Executive Board) shall levy assessments against all of the Units for Master Common Expense Liability for Master Common Expenses as established in the annual budget or any supplemental budget, for operation of the Master Condominium, in accordance with the Master Allocated Interests of the Units; subject, however, to the terms, conditions and provisions of Section 1.1(50) hereof and Sections 6.1(b), (c) and (d) hereof.

(b) **Commercial Common Expenses (Commercial Units).** The Master Association (acting

by and through the Executive Board) shall levy assessments against the Commercial Units for Commercial Common Expense Liability for Commercial Common Expenses as established in the annual budget or any supplemental budget, for operation of the Master Condominium, in accordance with the Commercial Sub-Allocated Interests of the Commercial Units.

(c) **Residential Common Expenses (Residential Units)**. The Master Association (acting by and through the Executive Board) shall levy assessments against the Residential Units for Residential Common Expense Liability for Residential Common Expenses as established in the annual budget or any supplemental budget, for operation of the Master Condominium, in accordance with the Residential Sub-Allocated Interests of the Residential Units.

(d) **Other Master Limited Common Elements**. The Master Association (acting by and through the Executive Board) shall levy assessments against the Unit or Units to which a Master Limited Common Element is allocated or assigned, for the Master Common Expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the applicable Master Limited Common Element.

(e) **Liens for Assessments**. Such assessments shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the Persons liable therefor, all as set forth in this Master Declaration and the By-Laws. Assessments against a Unit (together with all applicable interest charges, late charges, administrative charges, costs and attorney's fees) shall be the personal obligation of the Unit Owner of the Unit at the time the assessment is levied.

**6.2 -- Prohibition of Exemption from Liability for Contributions Towards Master Common Expenses.**

No Unit Owner may exempt himself from liability for his share of the Master Common Expense Liability, of the Commercial Common Expense Liability, of the Residential Common Expense Liability, levied and assessed by the Master Association against the Unit owned by such Unit Owner, by waiver of the use of enjoyment of any of the Master Common Elements or by abandonment of his Unit.

**6.3 -- Working Capital Assessments for Working Capital Fund.** Within thirty (30) days after the date of the recording of this Declaration (the "Working Capital Assessment Date"), there shall automatically be deemed levied and assessed by the Master Association against each Unit a one-time "Working Capital Assessment" in the amount set forth in Exhibit H hereof applicable to the Unit, which Working Capital Assessment shall be due and payable to the Master Association by the then Unit Owner of the applicable Unit, as and for each Unit and Unit Owner's contribution to the Master Association's working capital fund. The Working Capital Assessments shall be due and payable within ten (10) days after such Working Capital Assessment Date; and within ten (10) days after such Working Capital Assessment Date, the then Unit Owner of the applicable Unit shall pay to the Master Association the applicable Working Capital Assessment assessed against the Unit owned. The Working Capital Assessment under this Section 6.3 is in addition to (and not in lieu of) the regular monthly assessments due for each particular Unit. In the event that, as of the Working Capital Assessment Date, any Unit has been subdivided into Sub-Units, then the applicable Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit (or the applicable Sub-Association, acting for and in behalf of said Sub-Unit Owners of the Sub-Units) shall pay in the aggregate as a single payment to the Master Association the entire amount of the Working Capital Assessment due and payable under this Section 6.3 assessed against the original Unit.

**ARTICLE 7 -- MAINTENANCE & REPAIRS OF MASTER COMMON ELEMENTS**

**7.1 -- Master Common Elements by the Master Association.** The management, maintenance, repair, replacement, alteration, improvement, construction, operation (including lighting, providing security, providing HVAC, and providing electricity and other utilities), cleaning and insuring, of the Master Common Elements shall be the responsibility of the Master Association, and the costs and expenses thereof shall be Master Common Expenses; Provided, However, that:

(a) All Commercial Common Expenses and Commercial Common Expenses Expense Liability incurred by the Master Association shall be borne solely by the Owners of Commercial Units according to such Owner's Commercial Sub-Allocated Interests.

(b) All Residential Common Expenses and Residential Common Expenses Expense Liability incurred by the Master Association shall be borne solely by the Owners of Residential Units according to such Owner's Residential Sub-Allocated Interests.

(c) All expenses incurred for the construction, maintenance, repair, replacement, operating (including lighting, providing security, providing HVAC, and providing electricity and other utilities) and cleaning of, and any separate insurance of, the Master Limited Common Elements shall be borne solely by the Owner or Owners of the Unit or Units to which such Master Limited Common Elements are allocated or assigned.

(d) **Rooftop LCE Areas.** All costs and expenses of maintaining, repairing and replacing any swimming pool, pool area, deck structure, cabana or any other structures or improvements constructed and installed on those portions of the roof areas of the Building that are Rooftop LCE are specially allocated to and shall be borne solely by the Unit or Units, and/or Sub-Unit or Sub-Units, to which such applicable Rooftop LCE areas are allocated or assigned. Except as aforesaid, all other costs and expenses of maintaining, repairing and replacing the roof of the Building are Master Common Expenses and Master Common Expense Liabilities, to be shared in accordance with the Master Allocated Interests of the Units.

(e) **Common Insurance; Separate Insurance.** Notwithstanding anything to the contrary contained in this Master Declaration, the costs and expenses of procuring and maintaining the common property casualty insurance of all the Master Common Elements, and of any other common liability insurance policy or common other insurance policy, maintained by the Master Association pursuant to this Master Declaration shall be allocated amongst the Units based on the Associated Interests of the Units; even though the common insurance includes insurance coverage for areas that are Master Limited Common Element, Commercial LCE and/or Residential LCE. However, the costs and expenses of procuring and maintaining any separate insurance policies that cover and apply only to specific Master Limited Common Element areas shall be borne solely by the Owner or Owners of the Unit or Units to which such Master Limited Common Elements are allocated or assigned.

(f) **Allocation of Combined Expenses.** In the event that any Commercial Common Expenses, and/or any Residential Common Expenses, and/or any other expenses incurred in connection with any Master Limited Common Elements, are incurred on a combined basis, then the Master Association shall allocate the applicable combined expenses among Commercial Common Expenses, Residential Common Expenses and/or the applicable Master Limited Common Elements, on the basis of any reasonable and equitable combination of any one or more of the following (as reasonably determined by the Master Association), to-wit: (1) reasonable equitable allocations by the vendors/suppliers of the utilities, services and products; (2) metering and/or sub-metering; (3) independent engineering analyses; (4) the relative square footages of the Unit areas benefited by such combined expenses; and/or (5) any other objective basis as the Master Association reasonably deems equitable in determining such allocable pro-rata amount of such combined expenses. In the event of a disagreement by or among the Unit Owners as to the basis for allocating such combined expenses, then the dispute shall be submitted to, resolved by and determined by binding Dispute Resolution pursuant to Section 15.18 of this Master Declaration.

**7.2 – Incidental Damage to Units.** All incidental damage caused to a Unit by any work on or to the Master Common Elements done by or for the Master Association shall be repaired by the Master Association, and the cost thereof shall be a Master Common Expense.

**7.3 -- Waiver of Claims.** Anything herein to the contrary notwithstanding, the Master Association agrees that it shall make no claim against a Unit Owner or occupant, and (except as provided in Section 7.2 hereof) each Unit Owner and occupant agrees that he shall make no claim against the Master Association, the member of the Executive Board, officers of the Master Association, or employees or agents of any thereof, or against any manager retained by the Executive Board or his or its officers, directors, employees or agents, or other Unit Owners or occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein, even if caused by the act or neglect of any one or more of such Persons, due to a peril insured against by casualty insurance purchased by the Master Association or by any Unit Owner or occupant to the extent of the insurance proceeds recovered under all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released, provided, however, that: (a) this waiver shall not apply to vandalism or malicious mischief and shall apply only during such time as the applicable policy or policies shall contain a clause or endorsement to the effect that any such waiver and release shall not adversely affect or impair said recover thereunder; and (b) the foregoing waiver applies only to the extent that the loss or claim is covered by insurance, the foregoing waiver shall not apply to the deductible under any policy of insurance, and the foregoing waiver shall not apply to any claim the aggregate amount of which is Ten Thousand Dollars (\$10,000.00) or less. The Master Association and each Unit Owner and occupant agree that their respective insurance policies shall contain such a clause or endorsement, and each Unit Owner and occupant shall furnish evidence reasonably acceptable to the Master Association of the existence of such a clause or endorsement.

## **ARTICLE 8 -- INSURANCE**

**8.1 -- Insurance.** Not later than the time of the first conveyance of a Unit or a Sub-Unit to a Person other than the Master Declarant, the Executive Board in its own name for the use and benefit of the Unit Owners and the Sub-Unit Owners shall be required to purchase and maintain "blanket" or "master" fire and extended coverage insurance policies and if available an "all risks endorsement" in amounts equal to the replacement value of the Units (including any fixtures or equipment within the Units which are customarily financed by first mortgages, but otherwise not including the contents of the Units or any improvements or betterments added by the Unit Owner), the Master Common Elements, the Master Limited Common Elements, and common fixtures, equipment, personalty, and any other personal property owned by the Master Association; and the Policy shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement". The Executive Board shall also obtain a general comprehensive public liability policy, which policy of insurance shall insure members of the Executive Board, their agents and employees and the owners of all Units, and the owners of all Sub-Units, against any liability, including medical payments, to the public or to the owners, their invitees, tenants and any other Persons who may be on the Property for any reason whatsoever, in the use of any Master Common Elements, the liability under which insurance shall be not less than One Million Dollars (\$1,000,000) for any one Natural Person injured, One Million Dollars (\$1,000,000) for any one accident, and Two Hundred and Fifty Thousand Dollars (\$250,000) for property damage. The Executive Board is further authorized to purchase any other insurance coverage in such reasonable amounts as the Executive Board shall deem desirable. Premiums for such insurance shall be a Master Common Expense Liability to be paid from the common fund. Fire and extended coverage policies shall be written in the name of the Executive Board as Trustees for each of the Unit Owners in the Master Allocated Interests established in this Master Declaration, and for each of the Sub-Units Owners of a Unit in accordance with allocated interest allocated to Sub-Unit under the applicable Supplemental Condominium Declaration recorded with respect to the applicable Unit. Insurance maintained under this Section 8.1 shall cover all Units and all Sub-Units, but (except for any fixtures or equipment within the Units which are customarily financed by first mortgages) not the contents thereof and not improvements and betterments installed by Unit Owners or Sub-Unit Owners.

**8.2 -- Insurance Certificate.** The Executive Board upon written request shall issue a certificate of insurance to any Unit Owner or Sub-Unit Owner or to any Security Holder of said Unit Owner or Sub-Unit requesting same. Said certificates shall contain the standard mortgagee clause naming the Security Holder as an additional insured and shall contain a minimum thirty (30) day cancellation notice which shall be given to the Executive Board, each Unit Owner, Sub-Unit Owner and each Security Holder to whom a certificate of insurance has been issued, prior to any cancellation of said insurance. Said policy shall contain the "special

condominium endorsement," shall provide recognition of any insurance trust agreement, shall contain waiver of rights to subrogation against Unit Owners and Sub-Unit Owners, shall provide that said insurance coverage is not to be prejudiced by any act or neglect of an individual Unit Owner or Unit Owners or Sub-Unit Owners which is not within the control of the Unit Owners collectively and shall provide that said policy is primary in the event that any Unit Owner or Sub-Unit Owner has coverage for the same loss. THE POLICIES, HOWEVER, SHALL NOT INSURE THE CONTENTS OF ANY UNIT OR SUB-UNIT OR ANY IMPROVEMENTS OR FIXTURES ADDED TO A UNIT OR SUB-UNIT.

**8.3 -- Appointment of Trustee.** Master Declarant, in consideration of the funds loaned to it and in consideration of loans which may hereafter be made by various lenders to Master Declarant and to Unit Owners and Sub-Unit Owners, does herewith, on behalf of itself, and the future Unit Owners of this Master Condominium, and all future Sub-Unit Owners, irrevocably constitute and appoint the Executive Board, the true and lawful insurance trustee to receive the proceeds of all fire and extended coverage insurance losses and does herewith require of the Executive Board that the said Board, on purchasing any fire and extended coverage policy or policies, shall notify the insurance carriers in writing to make all loss proceeds payable to the said trustee. The said trustee shall have full power and authority to adjust and collect all losses and to reimburse itself for reasonable expenses for such adjustment or collection. The trustee may, but shall not be required to, consult with the Unit Owners and Sub-Unit Owners. The trustee shall have full power and authority to execute all documents necessary on its own behalf and on behalf of the named insureds and to endorse all checks and drafts on its own behalf and on behalf of the name insureds. The trustee shall hold the insurance proceeds in trust for Unit Owners, for Sub-Unit Owners, for Security Holders and other lienholders as their interests may appear. Subject to the provisions of Article 9 hereof, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit Owners, Sub-Unit Owners, Security Holders and other lienholders are not entitled to receive payment of the proceeds, unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Master Condominium is terminated. The trustee may disburse funds pursuant to Section 9.1 (in the event proceeds are sufficient for reconstruction), but notwithstanding the provisions thereof, the trustee shall have the right (but not the obligation) to require the funds to be disbursed pursuant to disbursement escrows or to be disbursed only against surety bonds, completion guarantees, or such other assurances as may satisfy the trustee. In the event the trustee is of the reasonable opinion that the fire and extended coverage insurance is insufficient to cover the replacement value of the insurable improvements, it may (but shall not be required to) increase the insurance coverage and send the bill for the premium thereof to the Master Association for the payment thereof as a Master Common Expense Liability from the Common Fund, as provided in Section 8.1 hereof, and remit the amount of the premium to the party entitled thereto. Nothing herein contained shall impose any liability on the trustee for failing to increase the coverage or failing to increase the coverage sufficiently or for selecting any particular insurance company. The trustee shall have the right to resign or appoint a trustee as successor trustee with full power of substitution as a successor trustee with like powers. In the event that the trustee fails to appoint a successor trustee, then the Executive Board shall appoint said successor. All handling of insurance proceeds shall be at no expense to the trustee, except that the cost of security bonds, completion guarantees, title escrow distribution charges, if any, shall be at the expense of the Master Association. Under no circumstances shall the trustee be liable for any act or omission except for fraud, gross negligence or lack of reasonable and ordinary care. All insurance shall be placed with companies licensed in the State of Missouri.

**8.4 -- Personal Property Insurance.** Each Unit Owner and/or Sub-Unit Owner shall obtain and maintain his own insurance on the contents of his Unit or Sub-Unit including any additions and improvements to the Unit or Sub-Unit performed by the Unit Owner or Sub-Unit Owner, and obtain and maintain his own insurance on any personal property belonging to him, but stored elsewhere on the Property; and the Master Association shall have no obligation or responsibility to obtain and maintain any such insurance.

**8.5 Liability Insurance for Commercial Units.** At all times, each Unit Owner of a Commercial Unit shall maintain (at its sole cost and expense), and shall require and cause each tenant occupying any portion of such Commercial Unit to maintain (at such tenant's sole cost and expense), industry standard commercial general liability insurance covering the use and operation of the Commercial Unit owned by such Unit Owner or the applicable portion thereof occupied by such tenant. At all times, the Unit Owner of the Commercial Unit shall name, and shall require and cause each tenant to name, the Master Association as

an additional insured on such commercial general liability policy or policies of insurance. Within ten (10) days after the from time-to-time request of the Master Association, the Unit Owner of the Commercial Unit shall provide, and shall require and cause each tenant to provide, the Master Association with copies of the policy or policies of insurance or certificates thereof. The Master Association shall have the right the from time-to-time to prescribe uniform minimum coverage amounts for the commercial general liability insurance to be maintained by the Unit Owners pursuant to this Section 8.5.

## **ARTICLE 9 -- DAMAGE, DESTRUCTION, REPAIR AND TERMINATION**

**9.1 -- General.** Any portion of the Master Condominium for which insurance is required under Section 8.1 which is damaged or destroyed shall be repaired or replaced promptly by the Master Association, unless: (a) the Master Condominium is terminated, or (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (c) Unit Owners owning eighty percent (80%) of the Votes in the Master Association (Section 448.2-118 of the Act), including every owner of a Unit or assigned Master Limited Common Element which will not be rebuilt, Vote not to rebuild pursuant to Section 9.2 hereof. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Master Common Expense Liability. If the entire Master Condominium is not repaired or replaced, then: (aa) the insurance proceeds attributable to the damaged Master Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Master Condominium, (bb) the insurance proceeds attributable to Units, Sub-Units and Master Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and Sub-Units, and the Owners of the Units and Sub-Units to which those Master Limited Common Elements were allocated, and (cc) the remainder of the proceeds shall be distributed to all the Unit Owners, Sub-Unit Owners, Security Holders or lienholders, as their interests may appear, in proportion to Master Allocated Interest of all Units. If the Unit Owners Vote not to rebuild any Unit in its entirety, then that Unit's Master Allocated Interest (and that Unit's Commercial Sub-Allocated Interest, and Residential Sub-Allocated Interest, as applicable) are automatically reallocated upon the Vote as if the Unit had been condemned under Article 10 hereof and the Master Association shall promptly prepare, execute and Record an amendment to the Master Declaration reflecting the reallocation. Notwithstanding the provisions of this Section 9.1, the Section 9.2 hereof governs the distribution of insurance proceeds if the Master Condominium is terminated.

### **9.2 -- Termination**

(a) The Master Condominium may be terminated only by: (1) agreement of Unit Owners of Units to which at least eighty percent (80%) of the Votes are allocated, and (2) approval by Security Holders of first mortgages on Units or Sub-Units to which at least fifty-one percent (51%) of the Master Allocated Interests are allocated.

(b) An agreement to terminate shall be evidenced by the execution of a termination agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners. The termination agreement shall specify a date after which the agreement will be void unless it is Recorded before that date. A termination agreement and ratifications thereof shall be Recorded in the office of the Real Estate Records of the City of St. Louis, Missouri, and is effective only upon Recordation.

(c) The termination agreement may provide that all of the Master Common Elements and Units of the Master Condominium shall be sold following termination. If, pursuant to the agreement, any real estate in the Master Condominium is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

(d) The Master Association, on behalf of the Unit Owners, may contract for the sale of real estate in the Master Condominium, but the contract is not binding on the Unit Owners until approved pursuant to Section 9.2(a) and Section 9.2(b). If any real estate in the Master Condominium is to be sold following termination, title to that real estate, upon termination, vests in the Master Association as trustee for the holders of all interests in the Units. Thereafter, the Master Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the

Master Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Unit Owners, Sub-Unit Owners, Security Holders and other lienholders as their interests may appear, in proportion to the respective interests of the Unit Owners and Sub-Unit Owners. Unless otherwise specified in the termination agreement, as long as the Master Association holds title to the Property, each Unit Owner and his successors in interest have an exclusive right to occupancy of the portion of the Property which formerly constituted his Unit. During the period of that occupancy, each Unit Owner and his successors in interest remain liable for all assessments and other obligations imposed on Unit Owners by the Act, this Master Declaration and the By-Laws.

(e) If the Property constituting this Master Condominium is not to be sold following termination, title to the Master Common Elements and, if this Master Condominium contains only Units having horizontal boundaries described in the Master Declaration, title to all the Property in the Master Condominium vests upon termination in the Unit Owners as tenants in common in proportion to their Master Allocated Interest as provided in Section 9.2(g), and liens on the Units shift accordingly. While the tenancy in common exists, each Unit Owner and his successors in interest have an exclusive right or to occupancy of the portion of the Property which formerly constituted his Unit.

(f) Following termination of this Master Condominium the proceeds of any sale of real estate, together with the assets of the Master Association, are held by the Master Association as trustee for Unit Owners, Sub-Unit Owners, Security Holders and other lienholders on the Units and Sub-Units as their interests may appear. Following termination, creditors of the Master Association holding liens on the Units, which were Recorded prior to termination, may enforce such liens in the same manner as any lienholder. Any other creditors of the Master Association shall be treated as if they had perfected liens on the Unit immediately prior to termination.

(g) The respective interests of Unit Owners and Sub-Unit Owners referred to in Section 9.2(d) and Section 9.2(e) are as follows:

(1) Except as provided in Section 9.2(g)(2), the respective interests of Unit Owners and Sub-Unit Owners are the fair market values of their Units, Sub-Units, Master Limited Common Elements and Master Common Elements interests immediately before the termination, as determined by one or more independent appraisers selected by the Master Association. The decision of the independent appraisers shall be distributed to the Unit Owners and Sub-Unit Owners, and becomes final, unless disapproved within thirty (30) days after distribution by Unit Owners of Units to which twenty-five percent (25%) of the Master Allocated Interests are allocated. The proportion of any Unit Owner's interest to that of all Unit Owners is determined by dividing the fair market value of that Unit Owner's Unit and Master Allocated Interest by the total fair market value of all the Units and Master Allocated Interests; and

(2) If any Unit or Sub-Unit or any Master Limited Common Element is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all Unit Owners are their respective Master Allocated Interests immediately before the termination.

**9.3 -- Waiver of Subrogation.** Each Unit Owner and Sub-Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner or Sub-Unit Owner, the officers and members of the Executive Board, and the Master Declarant, and their respective employees and agents, for damage to the Master Common Elements, the Units, the Sub-Units, or to any personal property located in the Units or Master Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance; provided that, the foregoing waiver applies only to the extent that the loss or claim is covered by insurance, the foregoing waiver shall not apply to the deductible under any policy of insurance, and the foregoing waiver shall not apply to any claim the aggregate amount of which is Ten Thousand Dollars (\$10,000.00) or less.

**9.4 -- Damage Caused by Unit Owner, Not Covered by Insurance.** If, due to the act or neglect of a Unit Owner, or Sub-Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Master Common Elements or to a Unit or Units or Sub-Units owned by others, or maintenance, repairs or replacements shall be required

which would otherwise be at the Master Common Expense, then the Executive Board (in its reasonable discretion) may require that such Unit Owner or Sub-Unit Owner pay for such damage or such maintenance, repairs and replacements, either: (a) if the cost is Ten Thousand Dollars (\$10,000.00) or less; or (b) if the cost is more than said amount, then to the extent that the damage, or such maintenance, repairs and replacements, is not covered by insurance.

## **ARTICLE 10 -- CONDEMNATION**

### **10.1 -- Condemnation.**

(a) In the event it shall become necessary for any public agency to acquire all or any part of any of the Units or the Master Common Elements of the Master Condominium for any public purpose, the Executive Board is hereby appointed as attorney-in-fact and is hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisition by eminent domain become necessary, only the Executive Board need be made party, and monies, damage payments or condemnation award shall be held by the Executive Board for the benefit of the owners of the Units subject hereto.

(b) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Declaration, the award shall compensate the Unit Owner for his Unit and Master Allocated Interest, whether or not any Master Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Master Allocated Interests (and that Unit's Commercial Sub-Allocated Interest and Residential Sub-Allocated Interest, as applicable) are automatically reallocated to the remaining Units in proportion to the respective Master Allocated Interests (and Commercial Sub-Allocated Interest and Residential Sub-Allocated Interest, as applicable) of those Units before the taking, and the Executive Board shall promptly prepare, execute and Record an amendment to the Master Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section 10.1 is thereafter a Master Common Element.

(c) Except as provided in Section 10.1(b), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its Master Allocated Interest, whether or not any Master Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (1) that Unit's Master Allocated Interests and that Unit's Commercial Sub-Allocated Interest and Residential Sub-Allocated Interest, as applicable) are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Master Declaration, and (2) the portion of the Master Allocated Interests (and Commercial Sub-Allocated Interest and Residential Sub-Allocated Interest, as applicable) divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Master Allocated Interests (and Commercial Sub-Allocated Interest, and Residential Sub-Allocated Interest, as applicable) of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Master Allocated Interests (and Commercial Sub-Allocated Interest and Residential Sub-Allocated Interest, as applicable).

## **ARTICLE 11 -- SUBDIVISION OF UNITS; SUPPLEMENTAL DECLARATIONS**

### **11.1 -- Right to Subdivide; Convert Unit to CE and LCE.**

(a) Subject to the limitations set forth in Section 11.1(d) below, each Owner of a Residential Unit under this Master Declaration shall have the absolute right to subdivide the Residential Unit owned by such Unit Owner into Sub-Units comprised of Individually Dwelling Units. Subject to the limitations set forth in Section 11.1(d) below, and subject to the requirements, limitations, terms, conditions and provisions of the applicable Supplemental Condominium Declaration that is Recorded with respect to an applicable Residential Unit in connection with the subdivision thereof, the Sub-Unit Owner of a Sub-Unit derived from a Residential Unit may further subdivide the Sub-Unit owned by such Sub-Unit owner into

Individual Dwelling Units.

(b) Subject to the limitations set forth in Section 11.1(d) below, each Owner of a Commercial Unit under this Master Declaration shall have the absolute right to subdivide the Commercial Unit owned by such Unit Owner into Sub-Units comprised of individual commercial spaces. Subject to the limitations set forth in Section 11.1(d) below, and subject to the requirements, limitations, terms, conditions and provisions of the applicable Supplemental Condominium Declaration that is Recorded with respect to an applicable Commercial Unit in connection with the subdivision thereof, the Sub-Unit Owner of a Sub-Unit derived from a Commercial Unit may further subdivide the Sub-Unit owned by such Sub-Unit owner into individual commercial spaces.

(c) In connection with such subdivision of an applicable Unit into Sub-Units, the applicable unit Owner shall have the right: (1) to convert portions of the original Unit into Master Common Elements areas for the use, benefit and enjoyment of the applicable Sub-Units created from the subdivision of the original Unit; (2) to convert portions of the original Unit into Limited Common Elements areas for the use, benefit and enjoyment of certain of the Sub-Units created from the subdivision of the original Unit. In addition, in the event that there is any Master Limited Common Element allocated and assigned for the exclusive use and benefit of an applicable Unit, then in such event, in connection with the subdivision of said applicable Unit into Sub-Units, the applicable Unit Owner shall have the right to allocate and designate any portion or portions of said Master Limited Common Element as LCE allocated and assigned for the exclusive use, benefit and enjoyment of any or more of the Sub-Units created from the subdivision of the original Unit.

(d) The subdivision of the Units into Sub-Units, and the further subdivision of Sub-Units, are subject to the following limitations, to-wit:

(1) Unit A. The maximum number of Sub-Units derived and created from the subdivision of the original Unit A shall not exceed five(5) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit A. Each Sub-Unit derived and created from the subdivision of the original Unit A shall contain at least five hundred (500) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit A.

(2) Unit B. The maximum number of Sub-Units derived and created from the subdivision of the original Unit B shall not exceed ten (10) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit B. Each Sub-Unit derived and created from the subdivision of the original Unit B shall contain at least five hundred (500) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit B.

(3) Unit C. The maximum number of Sub-Units derived and created from the subdivision of the original Unit C shall not exceed five (5) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit C. Each Sub-Unit derived and created from the subdivision of the original Unit C shall contain at least two thousand five hundred (2500) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit C.

(4) Unit D. The maximum number of Sub-Units derived and created from the subdivision of the original Unit D shall not exceed five (5) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit D. Each Sub-Unit derived and created from the subdivision of the original Unit D shall contain at least two thousand five hundred (2500) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit

created from the original Unit D.

(5) **Unit E.** The maximum number of Sub-Units derived and created from the subdivision of the original Unit E shall not exceed five (5) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit E. Each Sub-Unit derived and created from the subdivision of the original Unit E shall contain at least two thousand five hundred (2500) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit E.

(6) **Unit F.** The maximum number of Sub-Units derived and created from the subdivision of the original Unit F shall not exceed forty (40) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit F. Each Sub-Unit derived and created from the subdivision of the original Unit F shall contain at least five hundred (500) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit F.

(7) **Unit G.** The maximum number of Sub-Units derived and created from the subdivision of the original Unit G shall not exceed eighty-five (85) Sub-Units. The foregoing maximum number of Sub-Units includes any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit G. Each Sub-Unit derived and created from the subdivision of the original Unit G shall contain at least seven hundred (700) square feet of area. The foregoing minimum size requirement applies to any Sub-Units derived and created from the further subdivision of a Sub-Unit created from the original Unit G.

**11.2 – Supplemental Condominium Declaration; Sub-Association.** In connection with and in furtherance of a Unit Owner's subdivision into Sub-Units of the applicable Unit owned by such Unit Owner, the Owner of the applicable Unit under this Master Declaration shall Record a Supplemental Condominium Declaration that is applicable only to the applicable Unit owned by such Unit Owner and to the LCE allocated to such Unit. The Supplemental Condominium Declaration shall establish a Sub-Association for the benefit of the Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit.

**11.3 – Notices Under Master Declaration to Sub-Association.** In the event that any Unit is subdivided into Sub-Units, then, following such subdivision, the Master Association shall send any and all notices under this Master Declaration with respect to the original Unit (including, but not limited to, any and all assessment notices under this Master Declaration with respect to assessments, sums and expenses that are due and payable under this Master Declaration with respect to the original Unit), to the applicable Sub-Association under the applicable Supplemental Condominium Declaration. Any and all notices under this Master Declaration (including assessment notices) by the Master Association that are given to, sent to and/or served upon the applicable Sub-Association shall have the same force and effect as if the notices were given to, sent to and served upon each of the Sub-Unit Owners.

**11.4 – Assessments Under Master Declaration Payable By Sub-Association.** In the event that any Unit is subdivided into Sub-Units, then, following such subdivision, the applicable Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit (or the applicable Sub-Association, acting for and in behalf of said Sub-Unit Owners of the Sub-Units) shall pay in the aggregate as a single payment to the Master Association the entire amount and share of assessments under this Master Declaration for Master Common Expenses, Residential Common Expenses, and Commercial Common Expenses, as applicable, that are due and payable by the original Unit based on the original Unit's Master Allocated Interest, Residential Sub-Allocated Interest, and Commercial Sub-Allocated Interest, as applicable, and all other assessments, sums and expenses that are due and payable under this Master Declaration with respect to the original Unit. Notwithstanding the conversion of portions of the original Unit into CE or LCE for use, benefit and enjoyment of the applicable Sub-Units, the applicable Sub-Unit Owners of the applicable Sub-Units (or the applicable Sub-Association, acting for and in behalf of said

Sub-Unit Owners of the Sub-Units) shall pay in the aggregate the entire amount of all assessments, sums and expenses that were due and payable under the Master Declaration with respect to the entire original Unit, including assessments, sums and expenses due and payable with respect to or attributable to the portions of the original Unit that have been converted to CE and LCE.

**11.5 – Unpaid Assessments Constitute Lien on All Sub-Units.** In the event that any such assessments and other sums and expenses that were due and payable under the Master Declaration with respect to the entire original Unit are not paid when due, then the unpaid amounts shall be and constitute liens pursuant to this Master Declaration on all of the Sub-Units created from the subdivision of the applicable original Unit.

**11.6 – Votes and Other Rights to Be Exercised by Sub-Association.** In the event that any Unit is subdivided into Sub-Units, then, following such subdivision, the applicable Sub-Association (acting for and in behalf of the applicable Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit) shall be entitled to exercise and Vote as a single Vote the Vote, the Owner's Reserved Rights and the other rights under this Master Declaration attributable to the applicable Unit from and out of which the applicable Sub-Units were derived and subdivided. In the event that any Unit is subdivided into Sub-Units, then: (a) all Voting rights, Owner's Reserved Rights and other rights attributable to the original Unit, and all rights attributable to the original Unit as a Master Condominium Member of the Master Association, shall be exercised by and exercisable only by, the applicable Sub-Association; (b) the Sub-Association (acting for and in behalf of the applicable Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit) shall exercise all of the Votes, rights and privileges applicable to the Unit Owner Unit of such Unit as Master Condominium Member of the Master Association for all purposes of the By-Laws and this Master Declaration; (c) the Vote allocated to the Unit shall not be split but shall be Voted as a single whole by the applicable Sub-Association; and (d) all assessments, sums and expenses that are due and payable under this Master Declaration with respect to the original Unit, shall be paid by the Sub-Association to the Master Association in a single payment by the Sub-Association (acting for and in behalf of the applicable Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit).

**11.7 -- Partition Walls Within Units and Sub-Units.** The Unit Owner of a Unit, and the Sub-Unit Owner of a Sub-Unit, may erect partition walls within the Unit or Sub-Unit to physically divide the Unit or Sub-Unit into two or more separate spaces, and may lease or sublease one or more of the separate spaces thus formed to tenants or subtenants, without subdividing the Unit or Sub-Unit into separate Units or Sub-Units, all without the consent of any other Unit Owner or Sub-Unit Owner. If the Unit Owner of a Unit, or the Sub-Unit Owner of a Sub-Unit, erects such partition walls and/or leases or subleases portions of the Unit or Sub-Unit to tenants or subtenants in this manner, then the Unit Owner of the Unit, or the Sub-Unit Owner of the Sub-Unit, retains full responsibility and liability of a Unit Owner or Sub-Unit Owner for the entire Unit or Sub-Unit with respect to the other Unit Owners and the Master Association, notwithstanding any contrary term in any lease or sublease with the applicable tenant or tenants or subtenants.

## **ARTICLE 12 – DECLARANT'S RIGHTS**

**12.1 – Right of Master Declarant to Vote.** The Master Declarant shall have the right to exercise the Votes allocated to Units which Master Declarant owns and which have not been transferred to third parties.

**12.2 -- Development Period.** The "Development Period" is the period commencing on the date of Recording hereof and continuing until the earlier of: (a) the date on which Declarant has conveyed to third parties all of the original Units; or (b) the tenth (10<sup>th</sup>) anniversary of the date of Recording of this Master Declaration.

**12.3 -- Development Rights.** Notwithstanding any provision hereof to the contrary, at all times and from time to time, until the expiration of the Development Period, Master Declarant (and its successors, assigns and Security Holders) shall have the following rights or combination of rights (the "Development Rights"), to-wit: (a) the right to construct, reconstruct, erect, develop, redevelop, demolish, rebuild, relocate and/or

complete all or any portion of the original Improvements to the Property, including structural and foundations components of the Improvements, demising walls, mechanical systems, HVAC systems, electrical systems, plumbing systems, elevators and any other original Improvements now or hereafter existing on the Property; (b) the right to create Units, Master Common Elements, or Master Limited Common Elements within the Master Condominium; (c) the right to subdivide and resubdivide Units or convert Unit areas into Master Common Elements, pursuant to and in accordance with Article 11 hereof; and (d) the right to convert Master Common Elements to Master Limited Common Elements, and the right to convert Master Limited Common Elements to Master Common Elements. Master Declarant hereby reserves the right and privilege for itself (and its successors, assigns and Security Holders) to conduct the activities enumerated in this Section 12.3 until the expiration of the Development Period.

**12.4 – Advertising and Sales Activity by the Master Declarant.** Notwithstanding any provision hereof to the contrary, at all times and from time to time, until the expiration of the Development Period, Master Declarant (and its successors, assigns and Security Holders) shall have the following Special Master Declarant Rights, to-wit: (a) the right and privilege to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales Units in this Master Condominium, (b) the right and privilege to maintain Units and portions of Units as sales, model, management, business and offices, and (c) the right and privilege to maintain and locate tools and equipment within the Property. Master Declarant hereby reserves the right and privilege for itself (and its successors, assigns and Security Holders) to conduct the activities enumerated in this Section 12.4 until the expiration of the Development Period.

**12.6 – Amendments By Master Declarant.** Refer to Sections 13.1(a) to 13.1(e) hereof.

**12.7 – Rights of Declarant's Successors.** All rights afforded Master Declarant under this Article 12 shall inure to the benefit of any Security Holder acquiring title to any Unit hereunder by, through or under Master Declarant, and to any successor declarant to whom Master Declarant assigns its rights as Master Declarant, by written assignment instrument Recorded in the Real Estate Records of the City of St. Louis, Missouri.

## **ARTICLE 13 – AMENDMENTS**

### **13.1 – Amendments.**

(a) During the Master Declarant Control Period, the Master Declarant, may modify and amend this Master Declaration and the Master Plat.

(b) Subject to Sections 13.1(f) and (g) hereof, during the Development Period, Master Declarant may modify and amend this Master Declaration and the Master Plat, in connection with and in furtherance of Master Declarant's exercise of Development Rights under Section 12.3 hereof.

(c) Subject to Sections 13.1(f) and (g) hereof, the Unit Owners (acting by and through the Master Association), upon the affirmative Vote of Unit Owners of Units to which are allocated at least sixty-seven percent (67%) of the Master Allocated Interests, and at least sixty-seven percent (67%) of the Votes in the Master Association, may modify and amend this Master Declaration by satisfying Section 448.2-117 of the Act; provided that (1) so long as Declarant owns any Units, this Master Declaration may not be amended by the Unit Owners, excepting with the written agreement of the Master Declarant, such agreement not to be unreasonably withheld; (2) with respect to any Unit that has not been subdivided into Sub-Units, any amendment to this Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit, be a Material Condominium Amendment to this Master Declaration or the Master Plat, shall require the written approval of the Security Holder of the first lien Security Interest encumbering the applicable Unit; and (3) with respect to any Unit that has been subdivided into Sub-Units, any amendment to this Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit and the Sub-Units derived therefrom, be a Material Condominium Amendment to this Master Declaration or the Master Plat, shall require the written approval of the Security Holders of the first lien Security Interest encumbering at least fifty-one percent (51%) of the aggregate square footage of the Sub-Units derived from such Unit.

(d) Notwithstanding the provisions of Section 13.1(c), the Master Declaration may also be amended by the Executive Board and any Owner required by Sections 448.2-108, 448.2-112, and 448.2-113 without the Vote and approval specified and required in Section 13.1(c) hereof as follows:

- (1) To reallocate Limited Common Elements in accordance with Section 448.2-108 of the Act;
- (2) To relocate the boundaries between adjoining Units in accordance with Section 448.2-112 of the Act; and
- (3) To subdivide a Unit into two or more Sub-Units in accordance with Section 448.2-113 of the Act and the Article 11 of this Declaration.

(e) With respect to any amendments made by the Master Declarant, the Master Declarant may prepare, execute, certify and Record amendments to this Master Declaration. With respect to any amendments made by the Unit Owners (acting by and through the Master Association), the president, treasurer, secretary or assistant secretary of the Master Association may prepare, execute, certify and Record amendments to this Master Declaration on behalf of the Unit Owners and the Master Association. Each such modification and amendment must be duly Recorded in the Real Estate Records of the City of St. Louis, Missouri, provided, however, that this Master Declaration and By-Laws shall at all times contain the minimum requirements imposed by Chapter 448, Missouri Statutes, and, in particular, with insurance maintained as required by Section 448.3-113 of the Act.

(f) Notwithstanding anything to the contrary contained in this Article 13, each Owner of a Unit shall have the Owner's Reserved Right with respect to such Unit. By reason of such Owner's Reserved Rights, with respect to any Unit that has not been subdivided into Sub-Units, (1) any amendment to this Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit, be a Material Condominium Amendment to this Master Declaration or the Master Plat, shall require the written approval of the applicable Unit Owner of the applicable Unit; and (2) the Owner of a Unit shall have the absolute right to disapprove any amendment to this Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit owned by the applicable Unit Owner, be a Material Condominium Amendment to this Master Declaration or the Master Plat.

(g) Notwithstanding anything to the contrary contained in this Article 13, the Sub-Unit Owners of the Sub-Units derived from an applicable Unit shall have the Owner's Reserved Right with respect to such Unit. By reason of such Owner's Reserved Rights, with respect to any Unit that has been subdivided into Sub-Units, (1) any amendment to this Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit and the Sub-Units derived therefrom, be a Material Condominium Amendment to this Master Declaration or the Master Plat, shall require the written approval of the Sub-Association for the Sub-Units Owners of the Sub-Units derived from such Unit, acting in behalf of said Sub-Unit Owners, upon the written direction and instruction of Sub-Units Owners owning at least fifty-one percent (51%) of the aggregate square footage of the Sub-Units derived from such Unit; and (2) the Sub-Association for the Sub-Units Owners of the Sub-Units derived from such Unit, acting in behalf of said Sub-Unit Owners, upon the written direction and instruction of Sub-Units Owners owning at least fifty-one percent (51%) of the aggregate square footage of the Sub-Units derived from such Unit, shall have the absolute right to disapprove any amendment to this Master Declaration or the Master Plat which, if enacted, would, with respect to the applicable Unit and the Sub-Units derived therefrom, be a Material Condominium Amendment to this Master Declaration or the Master Plat.

#### **ARTICLE 14 – SECURITY HOLDER PROVISIONS**

**14.1 – Notice to Master Association.** Upon request, each Unit Owner and Sub-Unit Owner shall be obligated to furnish to the Master Association the name and address of the holder, insurer or guarantor of any Security Interest encumbering such Unit Owner's Unit or such Sub-Unit Owner's Sub-Unit.

**14.2 -- Failure of Security Holder to Respond.** Any Security Holder of a Security Interest of a Unit or a Sub-Unit who receives a written request from the Executive Board to respond to or consent to any action shall be deemed to have approved such action if the Master Association does not receive a written response from such Security Holder within thirty (30) days of the date of the Master Association's request, provided such request is delivered to the Security Holder by certified or registered mail, return receipt requested.

**14.3 -- Payments of Charges by Security Holders.** Security Holders which hold, insure or guarantee a first lien Security Interests may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Master Common Elements and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Master Association policy, and such Security Holders making such payments shall be entitled to immediate reimbursement from the Master Association.

**14.4 -- Security Holder's Rights.** Unless provided to the contrary in a Unit Owner's or Sub-Unit Owner's mortgage, the Security Holder of first lien Security Interest of the Units and Sub-Units (including a Security Holder, insurer or guarantor of a first lien Security Interest on a Unit or Sub-Unit which has requested notice in accordance with the provisions of Section 14.5 of this Master Declaration) shall be entitled to the following rights:

(a) Any restoration or repair of the Master Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the provisions hereof and the original plans and specifications, unless the approval of the eligible Security Holders of first lien Security Interests on Units and Sub-Units to which at least fifty-one percent (51%) of the Master Allocated Interests of Units subject to first lien Security Interests held by such eligible Security Holders are allocated, is obtained.

(b) Any election to terminate the Master Condominium after substantial destruction or a substantial taking in condemnation of the Master Condominium property must also require the approval of the eligible Security Holders of first lien Security Interests on Units and Sub-Units to which at least fifty-one percent (51%) of the Master Allocated Interests of Units subject to first lien Security Interests held by such eligible Security Holders are allocated.

(c) No reallocation of interests in the Master Common Elements resulting from a partial condemnation or partial destruction of the Master Condominium project may be effected without the approval of the eligible Security Holders of first lien Security Interests on Units and Sub-Units to which at least fifty-one percent (51%) of the Master Allocated Interests of Units subject to first lien Security Interests held by such eligible Security Holders are allocated.

**14.5 -- Notice to Security Holders.** Upon written request to the Executive Board, the Security Holder of any duly recorded Security Interest against any Unit or Sub-Unit shall thereafter be given copies of any and all notices permitted or required by this Master Declaration to be given to the Unit Owners or Sub-Unit Owners or whose Unit or Sub-Unit is subject to such Security Interest (such written request to state the name and address of such Security Holder and the Unit or Sub-Unit number). Notices shall be given to Security Holders under the following conditions:

(a) Any proposed amendment of the Master Declaration that would be a Material Condominium Amendment with respect to the Unit or Sub-Unit subject to such Security Interest.

(b) Any proposed termination of the Master Condominium;

(c) Any condemnation loss or any casualty loss which affects a material portion of the Master Condominium or which affects any Unit on which there is a first lien Security Interest held, insured or guaranteed by such eligible Security Holder;

(d) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit or an Owner of a Sub-Unit subject to the Security Interest of such eligible Security Holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Executive Board.

## **ARTICLE 15 – GENERAL PROVISIONS**

**15.1 – Captions.** The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have any substantive effect.

**15.2 – Rules and Regulations.** The Executive Board may make such reasonable rules and regulations governing the window treatments that may be installed within the windows of the Building; including the window treatments that may be installed within the Units and Sub-Units. The Executive Board may make such reasonable rules and regulations as the Executive Board may determine pertaining to the use of any common recreational facilities (if any) and Master Common Elements, including (as to common recreational facilities, if any) the right to admit non-residents as guests on a fee basis and including the matters of safety, deportment, dress, hours, children, pets and disciplining measures against unruly members and children. Further, the Executive Board shall have the right (but not the obligation) to make such rules and regulations governing the use of, and the standing of vehicles, in any drive lanes and loading dock areas. The Executive Board may bring such legal actions as it may deem appropriate against Persons violating its rules and regulations and, upon the Executive Board prevailing, the costs and attorney's fees shall be taxed against such party.

**15.3 – Manner of Giving Notice.** Notices required to be given to the Executive Board may be delivered to any member of the Board either personally or by certified mail addressed to such member or officer at his Unit, return receipt requested. Notice required to be given to the Master Declarant or to the Master Declarant while acting as the Executive Board shall be given by certified mail, return receipt requested at:

**TLG Marquette, L.L.C.  
C/o The Lawrence Group  
319 North 4th Street  
Suite 1000  
St. Louis, Missouri 63102**

**15.4 – Notice in Event of Death.** Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by certified mail, return receipt requested, to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

**15.5 – Acceptance by Grantee.** Each grantee of Master Declarant by the acceptance of a deed of conveyance of each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Declaration or to which this Master Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Persons having at any time any interest or estate in said property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Master Declaration were recited and stipulated at length in each and every deed of conveyance.

**15.6 – No Waiver.** No covenants, restrictions, conditions, obligations or provisions contained in this Master Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**15.7 -- Saving Clause.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Master Declaration or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Master Declaration.

**15.8 -- Interpretation.** The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class mixed-use residential and commercial development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule against Perpetuities and is not subject to Section 448.2-103(2) of the Act, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri law or for the life or lives in being plus twenty-one (21) years and ten (10) months thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

**15.9 -- Bonds.** Before any Natural Person shall become a member of and serve on the Executive Board, he shall be able to be bonded. The Executive Board shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Unit Owners and Sub-Unit Owners in an amount not less than the estimated maximum of funds, including reserve funds in the custody of the Executive Board at any given time during the term of each bond. The bond shall be written only by a bonding company approved to write fidelity bonds for Executors and Administrators by the St. Louis City Probate Court. The cost of premiums for such blanket bond shall be paid out of the common funds of this Master Condominium as a general charge and shall not be borne by the individual members of the Executive Board. The bond shall contain waiver of all defenses based upon the exclusion of Persons serving without compensation from the definition "employee" or similar terms or expressions. The bond shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without 10 days prior written notice to Executive Board.

**15.10 -- Operative Effect.** This Master Declaration shall be of full force and effect upon the Recordation in the Real Estate Records of the City of St. Louis, Missouri.

**15.11 -- Lease of Unit.** Each Unit Owner (and each Sub-Unit Owner) shall have the right to lease or sublease all or any portion of the Unit owned by such Unit Owner (or of the Sub-Unit owned by such Sub-Unit Owner), subject to the following requirements:

(a) **Commercial Units.** Every lease or sublease (a "Commercial Lease") of a Commercial Unit or of any Sub-Unit or other portion of a Commercial Unit, shall be in writing and shall be subject to all the terms and provisions of this Master Declaration and the By-Laws. Each such Commercial Lease shall incorporate by reference this Master Declaration and the By-Laws, and the rules and regulations of the Master Condominium; and shall include a provision that any violation by the tenant or subtenant under such Commercial Lease of this Master Declaration, the By-Laws or said rules and regulations, that is not cured with any applicable cure period set forth in said Commercial Lease, shall constitute a default by the tenant or subtenant under such Commercial Lease.

(b) **Residential Units.** Every lease or sublease (a "Residential Lease") of a Residential Unit or of any Sub-Unit or other portion of a Residential Unit (such as any Individual Dwelling Unit portion of a Residential Unit), shall be in writing and shall be subject to all the terms and provisions of this Master Declaration and the By-Laws. Each such Residential Lease shall incorporate by reference this Master Declaration and the By-Laws, and the rules and regulations of the Master Condominium; and shall include the provision that any violation by the tenant or subtenant under such Residential Lease of this Master Declaration, the By-Laws or said rules and regulations, that is not cured with any applicable cure period set forth in said Residential Lease, shall constitute a default by the tenant or subtenant under such Residential Lease. The form of each Residential Lease of an Individual Dwelling Unit shall be submitted to the Executive Board for review, so as to assure compliance with this Master Declaration.

(c) In the event that the Executive Board incurs any legal fees, costs or other expenses in connection or by reason of any violation by any tenant or subtenant of a Unit or Sub-Unit of the terms and

provisions of this Master Declaration, the By-Laws or the rules and regulations, then the applicable Unit Owner shall be responsible for said legal fees, costs and expenses, and upon demand shall pay same to the Executive Board; and if same shall remain unpaid, then same shall constitute an assessment against and a lien upon the Unit, which lien shall be enforceable the same as other assessment liens hereunder.

**15.12 – Lease Provisions Not Applicable To Security Holders Purchasing Units.** The lease provisions of Sections 15.11(a), (b) and (c) of the Master Declaration do not apply to any Security Holder who has purchased a Unit either upon foreclosure of the Security interest encumbering the applicable Unit held by such Security Holder, or by deed in lieu of foreclosure with respect to the Unit; and during such Security Holder's period of ownership of such Unit, such Security Holder shall be exempted from the provisions of this Sections 15.11(a), (b) and (c) of the Master Declaration with respect to the Unit so purchased and owned by such Security Holder; but such Security Holder shall otherwise be subject to all of the other terms and provisions of this Master Declaration and the By-Laws.

**15.13 – Rooftop LCE Areas.**

(a) The Unit Owner(s) of the Unit D and the Unit E shall have the right (at their sole cost and expense) to construct and install Fitness Center HVAC Equipment on any Rooftop areas that are not LCE areas, without the consent of the Master Association being required; provided, however, that the installation, erection, construction or maintenance of such Fitness Center HVAC Equipment on said Rooftop areas shall nevertheless be subject to such reasonable rules, regulations and requirements as the Master Association enacts regarding the installation, erection, construction or maintenance thereof. The Unit Owner(s) of the Unit D and the Unit E are hereby granted a limited right of use of, access to and entry upon the Residential Elevators and other Residential LCE areas, for the purpose of gaining access to such Rooftop areas, for the purpose of construction, maintenance and repair of the Fitness Center HVAC Equipment that are from time-to-time constructed and installed on such Rooftop areas.

(b) The Unit Owner(s) and/or Sub-Unit Owner(s) of the Unit or Units, and/or Sub-Unit or Sub-Units, to which each Rooftop LCE area is allocated and assigned shall have the right (at their sole cost and expense) to construct and install swimming pools, pool areas, deck structures, cabanas, and similar recreational facilities and improvements on said Rooftop LCE areas. No other structures or improvements shall be installed or constructed on said Rooftop LCE areas, except in all events with the prior written consent and approval first obtained from the Master Association.

(c) In the event that there is any Rooftop LCE area that is allocated and assigned for the exclusive use and benefit of an applicable Unit, then in such event, in connection with the subdivision of said applicable Unit into Sub-Units, the applicable Unit Owner shall have the right to allocate and designate any portion or portions of said Rooftop LCE area as LCE allocated and assigned for the exclusive use, benefit and enjoyment of any or more of the Sub-Units created from the subdivision of the original Unit.

**15.14 – Residential Storage Areas.**

(a) The Master Declarant shall have the right to amend the Master Plat: **(1)** to convert any Residential Storage Area that is LCE Unit F into LCE Unit G; **(2)** to convert any Residential Storage Area that is LCE Unit G into LCE Unit F; **(3)** to convert any Residential Storage Area that is Residential LCE into LCE Unit F; and **(4)** to convert any Residential Storage Area that is Residential LCE into LCE Unit G.

(b) In connection with the subdivision of Unit F into Sub-Units, the Unit Owner of Unit F shall have the right to allocate and designate any portion or portions of any Residential Storage Area that is LCE Unit F as LCE allocated and assigned for the exclusive use, benefit and enjoyment of any or more of the Sub-Units created from the subdivision of the original Unit F. In connection with the subdivision of Unit G into Sub-Units, the Unit Owner of Unit G shall have the right to allocate and designate any portion or portions of any Residential Storage Area that is LCE Unit G as LCE allocated and assigned for the exclusive use, benefit and enjoyment of any or more of the Sub-Units created from the subdivision of the original Unit G.

**15.15 -- Substantial Completion of Units.** Attached hereto as **Exhibit I** and incorporated herein by this reference is a duly executed Certificate of Substantial Completion executed by a registered and licensed engineer or architect, certifying as to the matters which Section 448.2-101.2 of the Act requires to be certified by a registered and licensed engineer or architect.

**15.16 -- Financial Statement of Master Association.** Upon the from time to time written request therefor to the Executive Board from any of the Persons or parties hereinafter described, the Executive Board shall (within a reasonable time after receipt of such request) furnish and provide to the requesting Person or party a true and correct copy of the financial statement of the Master Association for the immediately preceding fiscal year. Each and all of the following Persons or parties shall be entitled, upon written request as aforesaid, to receive such copy of said financial statement of the Master Association, to-wit: any Unit Owner or Sub-Unit Owner, any Security Holder of a first lien Security Interest of a Unit or Sub-Unit, any prospective purchaser of a Unit or Sub-Unit, any prospective first mortgage Security Holder to a Unit Owner or Sub-Unit Owner or to a prospective purchaser of a Unit or Sub-Unit, and any agency, instrumentality or corporation acting for or in behalf of any such first mortgage Security Holder or prospective first mortgage Security Holder.

**15.17-- Contracts During the Master Declarant Control Period.** All of the hereinafter described contracts or agreements entered into by or in behalf of the Master Association during (or prior to) the Master Declarant Control Period shall provide that such contracts or agreements are terminable by the Master Association without penalty at any time after the termination of the Master Declarant Control Period upon not more than ninety (90) days written notice to the other party to such contract or agreement. The foregoing provision shall apply to: (a) all management contracts, all employment contracts, and all leases of recreational facilities; and (b) all contracts and all leases, including franchises and licenses, to which Master Declarant or any Affiliate of Master Declarant is a party.

**15.18 -- Disputes & Dispute Resolution Proceedings.**

(a) Other than disputes and disagreements regarding the Owner's Reserved Rights and/or Material Condominium Amendments, in the event of any dispute or disagreement between or among any Owners of the Units or any Sub-Unit Owners of any of the Sub-Units, or any questions of interpretation or application of the provisions of the Master Declaration or the By-Laws, the determination reached by the Board of Directors of the Master Association shall be deemed presumptively correct. Subject to the remaining provisions of this Master Declaration and the By-Laws, no such determination shall limit the rights otherwise available to any affected Owner to seek legal redress to reverse or otherwise modify the determination of the Board or to submit a dispute to Dispute Resolution, but such aggrieved party shall bear the burden of proof in establishing its case. Any dispute relating to Owner's Reserved Rights and/or Material Condominium Amendments may be submitted to Dispute Resolution by the Owner of the affected Unit or Sub-Unit.

(b) Other than any and all legal proceedings for or regarding or in connection with the determination, dispute, collection and/or enforcement of assessments, assessment liens and other sums and monies due and payable by any Unit Owner or Sub-Unit Owner under and pursuant to any of the terms and provisions of this Master Declaration and/or the By-Laws; the Master Declarant, the Master Association, the Unit Owners and the Sub-Unit Owners agree and provide that any and all other disputes and disagreements under or regarding or in connection with this Master Declaration and/or the By-Laws shall be submitted to and determined by binding Dispute Resolution. The non-prevailing party in any such arbitration shall pay all of the fees of the Arbitrator, and all fees, costs and expenses of the Arbitration, and all of the reasonable attorney's fees, costs and expenses incurred in connection with any such arbitration by the prevailing party. The Arbitrator shall have the right to order the non-prevailing party to pay all of the fees of the Arbitrator, and all fees, costs and expenses of the Arbitration. The Arbitrator shall also have the right to order the non-prevailing party to pay (and to award to the prevailing party) the prevailing party's reasonable attorney's fees, costs and expenses incurred in connection with any such arbitration.

(c) Pursuant to, and in connection with, and in furtherance of any Dispute Resolution

proceeding, the Arbitrator shall be empowered to order and compel a Unit Owner or a Sub-Unit Owner to execute any instrument which this Master Declaration obligates the Unit Owner or the Sub-Unit Owner to execute, and to otherwise order and compel the Unit Owner and Sub-Unit Owner to comply with its agreements, obligations, covenants and duties under this Master Declaration.

(d) Any and all legal proceedings for or regarding or in connection with the determination, dispute, collection and/or enforcement of assessments, assessment liens and other sums and monies due and payable by any Unit Owner or any Sub-Unit Owner under and pursuant to any of the terms and provisions of this Master Declaration and/or the By-Laws, shall not be subject to mandatory Dispute Resolution, unless the parties agree and consent otherwise in writing.

(e) Wherever this Master Declaration or the By-Laws provides for the Master Association, or the Executive Board, or any Unit Owner, or any Sub-Unit Owner, or any other applicable party subject to and governed by the terms of this Master Declaration and/or the By-Laws (as applicable, the "Responding Party"), to be reasonable, or provides for any such Responding Party not to be unreasonable, with respect to any consent or approval of any matter requested by any other party (the "Requesting Party"); in the event that any such Responding Party withholds, conditions or delays its consent or approval to the matter requested by the Requesting party, then: (1) the Requesting Party's sole right and remedy shall be to seek Dispute Resolution arbitration pursuant to this Section 15.18, of whether the Responding Party has unreasonably withheld, conditioned or delayed its consent or approval of the matter requested; and (2) if the arbitrator concludes that Responding Party did not act reasonably, or that the Responding Party acted unreasonably, then the arbitrator shall be empowered to enforce by any and all appropriate orders the Responding Party's obligation to be reasonable and/or the Responding Party's obligation not to be unreasonable, including (but not limited to) fashioning and determining a specific remedy that will be enforced, such as ordering the Responding Party to approve or consent to a specific matter requested by the Requesting Party. However, in all events, the Responding Party shall not be liable to the Requesting Party for any damages (whether actual, incidental, consequential or otherwise) that the Requesting Party sustains or incurs by reason of the Responding Party withholding, conditioning or delaying its consent or approval of any matter requested by the Requesting Party.

**15.19 – Conflict Between Master Declaration & By-Laws.** In the event of a conflict between or among any of the terms, provisions, conditions and definitions of this Master Declaration, on the one hand, and any of the terms, provisions, conditions and definitions of the By-Laws, on the other hand; then in all such events the terms, provisions, conditions and definitions of this Master Declaration shall apply, govern, control and prevail, and the terms, provisions, conditions and definitions of the By-Laws shall be construed and amended to implement the intent of the terms, provisions, conditions and definitions of this Master Declaration; unless the context shall clearly indicate that the terms, provisions, conditions and definitions of the By-Laws are intended to prevail.

**[Signature & Notary Page Follows]**

IN WITNESS WHEREOF, the Master Declarant has executed this Master Declaration as of the date first hereinabove stated.

THIS MASTER DECLARATION CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

**Master Declarant:**

**TLG MARQUETTE, L.L.C.,**  
a Missouri limited liability company,  
**BY: TLG MARQUETTE MANAGER, LLC,**  
a Missouri limited liability company,  
Its Manager

By:   
David W. Ohlemeyer, Its Manager

**Exhibits to Master Declaration:**

- Exhibit A -- Legal Description of Property
- Exhibit B -- Master Condominium Plat of Marquette Building Master Condominium
- Exhibit C -- Master Allocated Interests
- Exhibit D -- Commercial Sub-Allocated Interests
- Exhibit E -- Residential Sub-Allocated Interests
- Exhibit F -- Votes in the Master Association
- Exhibit G -- Existing Easements, Building Lines, Restrictions and Other Title Matters of Record
- Exhibit H -- Schedule of Working Capital Assessments
- Exhibit I -- Certificate of Substantial Completion
- Exhibit J -- By-Laws of Marquette Building Master Condominium Association, Inc.

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF ST. LOUIS        )

On this 9 day of November, 2006, before me appeared **DAVID W. OHLEMEYER**, to me personally known, who being by me duly sworn did say that he is the **MANAGER** of **TLG MARQUETTE MANAGER, LLC**, a Missouri limited liability company, which is the **MANAGER** of **TLG MARQUETTE, L.L.C.**, a Missouri limited liability company, and that said instrument was signed in behalf of said companies by authority of its authority of their respective members, and he acknowledged said instrument to be the free act and deed of said companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: 11/14/09

  
Notary Public



**CONSENT OF MORTGAGEE**  
(Bank Lender)

The undersigned, holder of **Deed of Trust dated October 31, 2005, Recorded in Book 110222005 at Page 301** of the Real Estate Records of the City of St. Louis, Missouri, and holder of **Deed of Trust dated October 31, 2005, Recorded in Book 11222005 at Page 71** of the Real Estate Records of the City of St. Louis, Missouri, hereby consents to the foregoing **Master Declaration of Condominium and By-Laws of Marquette Building Master Condominium** and to the **Master Condominium Plat** described in **Exhibit B** thereto, and hereby subordinates said Deed of Trusts to said Master Declaration and Master Plat.

Dated: November 9, 2006.

**NATIONAL CITY BANK,**  
as successor to National City Bank of the Midwest

By: [Signature]  
Print: J. Andrew Warden  
Title: Assistant Vice President

STATE OF MISSOURI            )  
  )SS  
COUNTY OF ST. LOUIS        )

On this 9<sup>th</sup> day of November, 2006, before me appeared J. Andrew Warden to me personally known, who being by me duly sworn, did say that he/~~she~~ is the Assistant Vice President of **NATIONAL CITY BANK, as successor to National City Bank of the Midwest**, a national banking association, and that said instrument was signed in behalf of said association, by authority of its Board of Directors; and said Assistant Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: 6/2/2009

[Signature]  
Notary Public



**PAMELA D. HARRIS**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis City  
My Commission Expires 6/2/2009  
Commission # 05722587

**CONSENT OF MORTGAGEE**  
(Private Lender)

The undersigned, holder of **Deed of Trust dated March 11, 2004, Recorded in Book 03242004 at Page 291** of the Real Estate Records of the City of St. Louis, Missouri, hereby consents to the foregoing **Master Declaration of Condominium and By-Laws of Marquette Building Master Condominium** and to the **Master Condominium Plat** described in **Exhibit B** thereto, and hereby subordinates said Deed of Trust to said Master Declaration and Master Plat.

Dated: November \_\_, 2006.

**THE YOUNG MEN'S CHRISTIAN  
ASSOCIATION OF GREATER ST. LOUIS,**  
a Missouri not-for-profit corporation

By: Michael A. Salomone  
Print: Michael A. Salomone  
Title: Sr. VP, Chief Financial Officer  
and Secretary

STATE OF MISSOURI            )  
  )SS  
COUNTY OF ST. LOUIS        )

On this 9<sup>th</sup> day of November, 2006, before me appeared Michael Salomone, to me personally known, who being by me duly sworn, did say that he/she is the CFD/SVP Finance/Secretary of **THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER ST. LOUIS**, a Missouri Not-For-Profit Corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said CFD/SVP Finance/Secretary acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

10/10/09

Allison Vogel  
Notary Public

ALLISON VOGEL  
Notary Public - State of Missouri  
City of St. Louis  
My Commission Expires Oct. 10, 2009  
Commission #05780829

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

The following described real estate situated in the **City of St. Louis, State of Missouri**, to-wit:

**A Lot in Block 99 of the City of St. Louis, fronting 114 feet 5 inches (114 feet 4 inches more or less by Deed), on the East line of Broadway by a depth Eastwardly of 135 feet 0 inches (135 feet, more or less by Deed), to a private alley; bounded North by Lot 13 of said Block or by property, now or formerly Saint Louis Union Trust Company, East by said private alley and on the South by Olive Street.**

**EXHIBIT B**

**MASTER CONDOMINIUM PLAT**

Master Condominium Plat of the Property described in **Exhibit A**, titled **MASTER CONDOMINIUM PLAT OF MARQUETTE BUILDING MASTER CONDOMINIUM** Recorded on the 9 day of November, 2006, in Book 11092006 at Page(s) 0482 of the Real Estate Records of the City of St. Louis, Missouri.



**EXHIBIT C**

**MASTER ALLOCATED INTERESTS OF UNITS**

<u>Unit No.</u>	<u>Unit Sq. Ft.</u>	<u>Allocated Interest</u>	<u>Floors in Building</u>	<u>Use</u>
Unit A	3706 sf	2.085 %	Lower Level	Comm. Use
Unit B	9755 sf	5.488 %	First (1 <sup>st</sup> )	Comm. Use.
Unit C	10,922 sf	6.144 %	Second (2 <sup>nd</sup> )	Comm. Use. <i>TLGP.</i>
Unit D	12,645 sf	7.114 %	Third (3 <sup>rd</sup> )	Comm. Use.) <i>YMCA.</i>
Unit E	13,268 sf	7.464 %	Fourth (4 <sup>th</sup> )	Comm. Use
Unit F	34,340 sf	19.318 %	5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> & 9 <sup>th</sup>	Res. Use
Unit G	93,121 sf	52.387 %	10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> , 13 <sup>th</sup> , 14 <sup>th</sup> , 15 <sup>th</sup> , 16 <sup>th</sup> , 17 <sup>th</sup> , 18 <sup>th</sup> , 19 <sup>th</sup> , 20 <sup>th</sup> and 21 <sup>st</sup>	Res. Use
<hr/>				
<b>Totals:</b>	<b>177,757 sf</b>	<b>100.000%</b>		

	<u>Square Footage</u>	<u>Allocated Interests</u>
<b>Totals for Commercial Units:</b>	<b>50,296 sf</b>	<b>28.295 %</b>
<b>Totals for Residential Units:</b>	<b>127,461 sf</b>	<b>71.705 %</b>
<hr/>		
<b>Totals all Units:</b>	<b>177,757 sf</b>	<b>100.000 %</b>

**EXHIBIT D**

**COMMERCIAL SUB-ALLOCATED INTERESTS OF COMMERCIAL UNITS**

<b><u>Unit No.</u></b>	<b><u>Unit Sq. Ft.</u></b>	<b><u>Commercial Sub-Allocated Interest</u></b>	<b><u>Floors in Building</u></b>	<b><u>Use</u></b>
Unit A	3706 sf	9.141 %	Lower Level	Comm. Use
Unit B	-----	0.00 % (**)	First (1 <sup>st</sup> )	Comm. Use
Unit C	10,922 sf	26.941 %	Second (2 <sup>nd</sup> )	Comm. Use
Unit D	12,645 sf	31.191 %	Third (3 <sup>rd</sup> )	Comm. Use.
Unit E	13,268 sf	32.727 %	Fourth (4 <sup>th</sup> )	Comm. Use
<hr/>				
<b>Totals:</b>	<b>40,541 sf</b>	<b>100.000%</b>		

(\*\*) As provided in Section 2.10(b) of the Master Declaration, the Commercial Sub-Allocated Interest allocated and assigned to the Unit B initially is zero percent (0%). However, in the event that the Owner of Unit B elects to avail itself of its right to use and enjoy the Commercial LCE on a regular material basis in accordance with said Section 2.10(b)(2) of the Master Declaration, thence, from and after the date of such election, the Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit shall be the amounts re-calculated and re-determined in accordance with said Section 2.10(b)(2) of the Master Declaration; and (as provided in said Section 2.10(b)(2) of the Master Declaration) the Master Association and the Commercial Unit Owners shall enter into, execute, deliver and record an amendment or supplement to the Master Declaration amending this **Exhibit D** to set forth the newly re-calculated and re-determined Commercial Sub-Allocated Interest percentage interest attributed and allocated to each Commercial Unit, in accordance with the formula set forth in said Section 2.10(b)(2).

**EXHIBIT E**

**RESIDENTIAL SUB-ALLOCATED INTERESTS OF RESIDENTIAL UNITS**

<u>Unit No.</u>	<u>Unit Sq. Ft.</u>	<u>Residential Sub-Allocated Interest</u>	<u>Floor(s) in Bldg.</u>	<u>Use</u>
Unit F	34,340 sf	26.942 %	5 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> & 9 <sup>th</sup>	Res. Use
Unit G	93,121 sf	73.058 %	10 <sup>th</sup> , 11 <sup>th</sup> , 12 <sup>th</sup> , 13 <sup>th</sup> , 14 <sup>th</sup> , 15 <sup>th</sup> , 16 <sup>th</sup> , 17 <sup>th</sup> , 18 <sup>th</sup> , 19 <sup>th</sup> , 20 <sup>th</sup> and 21 <sup>st</sup>	Res. Use
<hr/>				
<b>Totals:</b>	<b>127,461 sf</b>	<b>100.000%</b>		

**EXHIBIT F**  
**Votes in the Master Association**

<b><u>Unit No.</u></b>	<b><u>Number of Votes</u></b>
Unit A	One (1) Vote
Unit B	Two (2) Votes
Unit C	Two (2) Votes
Unit D	Two (2) Votes
Unit E	Two (2) Votes
Unit F	Ten (10) Votes
Unit G	Twenty (20) Votes
<hr/>	
<b>Total:</b>	<b>Thirty-Nine (39) Votes</b>

**EXHIBIT G**  
**Existing Easements, Building Lines, Restrictions  
and Other Title Matters of Record**

1. St. Louis City Ordinance 55952.
- 2 St. Louis City Ordinance 59295.
3. St. Louis City Ordinance 66034 (Recorded in Book 06142004 at Page 457).
4. St. Louis City Ordinance 66265 (Recorded in Book 06142004 at Page 458).
5. Affidavit Recorded in Book 11222004 at Page 377.
6. Agreement of Architectural Façade and Historical Preservation Easement recorded in Book 1474 at Page 807.

**EXHIBIT H**

**WORKING CAPITAL ASSESSMENTS UNDER SECTION 6.3**

<b><u>Unit No.</u></b>	<b><u>Amount of Working Capital Assessment</u></b>
Unit A	\$ 1,150.00
Unit B	\$ 2,200.00
Unit C	\$ 2,550.00
Unit D	\$ 3,000.00
Unit E	\$ 3,000.00
Unit F	\$ 8,100.00
Unit G	\$20,000.00
<hr/>	
<b>Total:</b>	<b>\$40,000.00</b>

**EXHIBIT I**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

With respect to the "Property" located in **City of St. Louis, Missouri**, being more particularly described on **Exhibit A** to the **Master Declaration of Condominium of Marquette Building Master Condominium** to which this **Exhibit I** is annexed, the undersigned **Paul Doerner**, a Registered Missouri Architect, No. #A4666, hereby certifies: that all structural components and all mechanical systems of all Buildings containing or comprising the Units constructed on the Property have been substantially completed in accordance with the plans thereof and therefor. (See Mo. Rev. Stat. §448.2-101)

Dated: November 9, 2006.



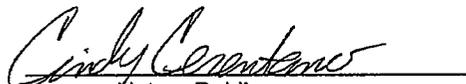
X   
Paul Doerner,  
Registered Missouri Architect,  
No. #A4666.

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF ST. LOUIS        )

On this 9 day of November, 2006, before me personally appeared **Paul Doerner**, a Registered Missouri Architect, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires: 11/14/09

  
Notary Public



## **EXHIBIT J**

### **BY-LAWS OF** **MARQUETTE BUILDING MASTER CONDOMINIUM ASSOCIATION, INC.** A Missouri Non-Profit Corporation

#### **ARTICLE 1 -- IDENTITY**

These are the **By-Laws of Marquette Building Master Condominium Association, Inc.**, a Missouri Non-Profit Corporation (the "**Master Association**" or the "**Association**").

For the purpose of these By-Laws, the terms specifically defined in the **Master Declaration of Condominium of Marquette Building Master Condominium** (the "**Master Declaration**"); or in **Section 448 of the Missouri Revised Statutes** (the "**Act**") and any laws amendatory thereof and supplemental thereto, shall have the same meaning herein.

#### **ARTICLE 2 -- QUALIFICATIONS AND RESPONSIBILITIES OF MASTER CONDOMINIUM MEMBERS**

The qualifications and responsibilities of Master Condominium Members and the manner of their admission into the Master Association shall be as follows:

**2.1 -- Master Condominium Members.** Each Unit Owner, by virtue of such ownership, shall be a member ("**Master Condominium Member**") of this Master Association, and shall remain a Master Condominium Member until such time as such ownership ceases for any reason. Provided, However, that, in the event that any Unit is subdivided into Sub-Units, then: (a) all Voting rights, Owner's Reserved Rights and other rights attributable to the original Unit, and all rights attributable to the original Unit as a Master Condominium Member of the Master Association, shall be exercised by and exercisable only by, the applicable Sub-Association; (b) the Sub-Association (acting for and in behalf of the applicable Sub-Unit Owners of the Sub-Units created from the subdivision of the applicable original Unit) shall exercise all of the Votes, rights and privileges applicable to the Unit Owner Unit of such Unit as Master Condominium Member of the Master Association for all purposes of the By-Laws and this Master Declaration.

**2.2 -- More Than One Unit Owner.** Where more than one Person owns a Unit, all such Persons together shall be and constitute one (1) Master Condominium Member with respect to the Unit owned by such Persons.

**2.3 -- Registration.** It shall be the duty of each Unit Owner to register his name and the Unit number with the Secretary of the Master Association. If a Unit Owner does not so register, the Master Association shall have no duty or obligation to recognize his membership.

**2.4 -- Prohibition of Assignment, etc., of Member's Share in Funds of Master Association.** The share of a Master Condominium Member in the funds and assets of the Master Association cannot be assigned, pledged, encumbered, alienated or transferred in any manner except as an appurtenance to his Unit.

#### **ARTICLE 3 -- MEMBERS' MEETING AND VOTING**

**3.1 -- Place of Meeting.** Meetings of the Master Association shall be held at the registered office of the Master Association, or such suitable places within the City of St. Louis, Missouri, convenient to the Master Condominium Members, as may be designated from time to time by the Board.

**3.2 -- Annual Meetings.** The Master Condominium Members shall meet at least once a year. The annual meeting of the Master Condominium Members shall be held on the second Wednesday in July in each year, commencing in 2007, and if such day shall be a legal holiday, then on the next business day following, at such time and place as is specified by the President or Secretary in the notice of such meeting; provided, that the Board, from time to time, at any regular or special meeting, may designate a different day for the annual meeting. Except as otherwise provided in Article 4 hereof, at each annual meeting, the Master Condominium Members shall elect a Board to serve until the next annual meeting and may transact any other business authorized to be transacted by the Master Condominium Members.

**3.3 -- Special Meetings.** Special meetings of the Master Condominium Members may be called at any time by the President or by the Executive Board, and must be called by the President upon receipt of a written request for a special meeting signed by at least two (2) of the Master Condominium Members (Unit Owners) of the Master Condominium. No business shall be transacted at a special meeting except as stated in the notice thereof. Such notice shall be in writing, shall be sent by United States mail to the addresses of their respective Units or to such other addresses as any Master Condominium Member may have designated to the President or Secretary, and shall be mailed not less than twenty-one (21) days in advance of the annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting; provided, however, that such notice may be delivered personally to any Master Condominium Member if not prohibited by the statutes of the State of Missouri. Proof of such mailing or delivery shall be given by the affidavit of the Natural Person mailing or delivering the notice. Notice of the meeting may be waived in writing by any Master Condominium Member before or after such meeting.

**3.4 -- Attendance of Mortgagee at Meetings.** Any Security Holder of a Security Interest encumbering a Unit or Sub-Unit may attend and participate in any general or special meeting, but shall have no Vote, unless granted by proxy.

**3.5 -- Master Condominium Member in Good Standing.** A "Master Condominium Member in Good Standing" means a Master Condominium Member with respect to a Unit in respect to which none of the assessments under the Master Declaration and By-Laws are more than twenty (20) days past due. So long as a Master Condominium Member is a Master Condominium Member in Good Standing, the Master Condominium Member shall be entitled to vote the Votes allocated to the Unit. During any period in which a Master Condominium Member is not a Master Condominium Member in Good Standing, the Master Condominium Member shall not be entitled to vote the Votes allocated to the Unit; provided that the foregoing shall not apply to voting on any amendments to the Master Declaration and By-Laws.

**3.6 -- Quorum.** A quorum at meetings of the Master Condominium Members shall consist of Master Condominium Members who are Master Condominium Members in Good Standing present, in Person or by proxy, representing at least fifty percent (50%) of the total Votes in the Master Association.

**3.7 -- Voting Power; Master Association Not to Vote.** The voting power of Master Condominium Members shall be based upon the Units owned and the Vote allocated to such Units by the Master Declaration. When more than one Person is the owner of a Unit, the Votes for that Unit shall be cast as the Unit Owners shall determine, but in no event shall more than the Vote allocated by the Master Declaration to the Unit be Voted. The Votes allocated to a Unit shall not be split but shall be Voted as a single whole. Notwithstanding anything herein to the contrary, the Master Association shall not be entitled to cast the Votes allocated to any Unit owned by it during the period of its ownership.

**3.8 -- Manner of Casting Votes.** A Vote may be cast in Person or by proxy. A proxy must be in writing, be signed by all owners of the Unit, the Vote of which are subject to the proxy, and be only to another Master Condominium Member or to a Security Holder of a Security Interest encumbering that Unit, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all owners of such Unit.

**3.9 -- Action by Members Without Meeting.** Any action required by law to be taken at a meeting of the Master Condominium Members, or any action that may be taken at a meeting of the Master Condominium Members, may be taken without a meeting if authorization in writing, setting forth the action taken is

signed by two-thirds (2/3) of the Master Condominium Members or as may otherwise be required by Missouri Statutes.

**3.10 -- Adjournment when Quorum Lacking.** If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned from time to time until a quorum is present.

**3.11 -- Manner of Acting.** When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in Person or by proxy, unless express provisions of applicable law, the Master Declaration, or these By-Laws require a greater Vote.

**3.12 -- Statement of Members and Votes.** At the beginning of each meeting, the Secretary, or other Person designated by the presiding officer, shall certify a statement listing all Master Condominium Members present in Person or by proxy at such meeting, the Votes of each, and the total percentage or number of Votes represented at the meeting.

**3.13 -- Prohibition of Cumulative Voting.** There shall be no cumulative voting.

**3.14 -- Order of Business at Annual and Other Meetings.** The order of business at the annual meetings of the Master Condominium Members, and, so far as is applicable and practical, at all other meetings of the Master Condominium Members, shall be:

- (a) Certification of Master Condominium Members and Votes present.
- (b) Calling of the roll.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Approval of minutes from previous meetings.
- (e) Reports of Officers.
- (f) Reports of committees.
- (g) Appointment by presiding officer of judges of election.
- (h) Election of Directors for the second and subsequent Boards.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

The presiding officer may vary such order as the presiding officer deems necessary.

#### **ARTICLE 4 -- DIRECTORS**

**4.1 -- First Board.** The first Executive Board shall consist of the **three (3) Natural Persons** appointed by the Master Declarant, and successors to any thereof appointed by Master Declarant. Said first Executive Board and officers elected thereby shall serve until their successors have been duly elected and have qualified.

**4.2 -- Number and Qualifications of Directors.** The Executive Board shall consist of **three (3) Natural Persons**. The members of the Executive Board ("Director") may be any Natural Persons designated by the Unit Owners, and the Directors do not need to be Unit Owners. Collectively, the Commercial Units

shall be entitled to elect and appoint one (1) of the three (3) Directors; as provided below. The Unit F shall be entitled to appoint one (1) of the three (3) Directors. The Unit G shall be entitled to appoint one (1) of the three (3) Directors. Each Director shall serve a one (1) year term.

#### **4.3 – Election of Directors.**

(a) **During Master Declarant Control Period.** At any time after the Recording of the Master Declaration prior to the first annual meeting of the Master Condominium Members, and thereafter at the first annual meeting of the Master Condominium Members, and thereafter at each subsequent annual meeting during the Master Declarant Control Period, the Directors shall be elected or appointed by Master Declarant, or by Persons designated by Master Declarant.

(b) **After Master Declarant Control Period.** Upon the termination of the Master Declarant Control Period, the Directors shall be elected by the Master Condominium Members, as follows: (1) collectively, the Owners of the Commercial Units shall elect and appoint one (1) Director; (2) the Owner of Unit F shall appoint one (1) Director; and (3) the Owner of Unit G shall appoint one (1) Director.

At such time as the Master Declarant initially deeds and conveys any of the Commercial Units (or any Sub-Unit portion of any of said Commercial Units) to a third-party, the Master Declarant shall cause one (1) of Directors initially appointed by the Declarant to resign; and the Owners of the Commercial Units shall elect and appoint the successor to such Director. The Director elected and appointed by the Commercial Unit Owners shall be elected by majority vote of the Commercial Unit Owners, such majority vote being determined to based on the Commercial Sub-Allocated Interests allocated to the Commercial Units.

At such time as the Master Declarant initially deeds and conveys the Unit F (or any Sub-Unit portion of any of said Unit) to a third-party, the Master Declarant shall cause one (1) of Directors initially appointed by the Declarant to resign; and the Unit Owner of the Unit F shall appoint the successor to such Director.

At such time as the Master Declarant initially deeds and conveys the Unit G (or any Sub-Unit portion of any of said Unit) to a third-party, the Master Declarant shall cause one (1) of Directors initially appointed by the Declarant to resign; and the Unit Owner of the Unit G shall appoint the successor to such Director.

**4.4 – Term.** The term of each Director shall be for one (1) year, or until that Director's successor has been duly elected and has qualified.

#### **4.5 – Removal and Replacement.**

(a) **By Master Declarant.** Any Director on the first Executive Board, and any Director on any subsequent Executive Board, whom Master Declarant appointed or elected shall serve at the pleasure of the Master Declarant, and may be removed and replaced by the Master Declarant at any time, and from time to time, and with or without cause; and any successor duly appointed by the Master Declarant shall serve for the balance of the predecessor's term, or until his successor has been duly elected and has qualified.

(b) **By Owners of Commercial Units.** Any Director on any Executive Board whom the Owners of the Commercial Units appointed or elected shall serve at the pleasure of the Owners of the Commercial Units, and may be removed and replaced by the Owners of the Commercial Units at any time, and from time to time, and with or without cause; and any successor duly appointed by the Owners of the Commercial Units shall serve for the balance of the predecessor's term, or until his successor has been duly elected and has qualified. Removal and replacement of the Director elected and appointed by the Commercial Unit Owners shall be by majority vote of the Commercial Unit Owners, such majority vote being determined to based on the Commercial Sub-Allocated Interests allocated to the Commercial Units.

(c) **By Owner of Unit F.** Any Director on any Executive Board whom the Owner of Unit F appointed or elected shall serve at the pleasure of the Owner of Unit F, and may be removed and replaced by the Owner of Unit F at any time, and from time to time, and with or without cause; and any successor duly appointed by the Owner of Unit F shall serve for the balance of the predecessor's term, or until his successor has been duly elected and has qualified.

(d) **By Owner of Unit G.** Any Director on any Executive Board whom the Owner of Unit G appointed or elected shall serve at the pleasure of the Owner of Unit G, and may be removed and replaced by the Owner of Unit G at any time, and from time to time, and with or without cause; and any successor duly appointed by the Owner of Unit G shall serve for the balance of the predecessor's term, or until his successor has been duly elected and has qualified.

**4.6 -- Vacancies.** Any vacancy in the Executive Board arising out of the removal, death or resignation of a Director appointed or elected by Master Declarant shall be filled by appointment made by Master Declarant.

Any vacancy in the Executive Board arising out of the removal, death or resignation of a Director appointed or elected by the Owners of the Commercial Units shall be filled by appointment made by the Owners of the Commercial Units, by majority vote of the Commercial Unit Owners, such majority vote being determined to be based on the Commercial Sub-Allocated Interests allocated to the Commercial Units.

Any vacancy in the Executive Board arising out of the removal, death or resignation of a Director appointed or elected by the Owner of Unit F shall be filled by appointment made by the Owner of Unit F.

Any vacancy in the Executive Board arising out of the removal, death or resignation of a Director appointed or elected by the Owner of Unit G shall be filled by appointment made by the Owner of Unit G.

**4.7 -- Organization Meeting of Newly Elected Board.** The organization meeting of a newly elected Executive Board shall be held within ten (10) days of its election, at such time and place as shall be fixed by such Directors at the meeting at which they were elected, and no further notice of such organization meeting shall be necessary, providing a quorum shall be present.

**4.8 -- Regular Meeting.** Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, confirmed facsimile transmission, or telegraph, at least three (3) days prior to the day designated for such meeting, unless such notice is waived. All regular and special Board meetings shall be open to the Master Condominium Members, and the Master Condominium Members may attend such regular and special Board meetings. The Board may meet for executive session meetings that are not open to the Master Condominium Members.

**4.9 -- Special Meetings.** Special meetings of the Executive Board may be called by the President and must be called by the Secretary at the written request of one (1) Director. Not less than three (3) days' notice of such special meeting shall be given personally or by mail, telephone, or telegraph; provided, however, in case the President or any Director determines that an emergency exists, then a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice thereof.

**4.10 -- Waiver of Notice.** Any director may waive, in writing, notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

**4.11 -- Quorum.** A majority of the Executive Board shall constitute a quorum for the transaction of business at any meeting of the Executive Board.

**4.12 -- Adjournment When Quorum Lacking.** If at any meeting of the Executive Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until

a quorum is present. At any such adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice. If a Director signs the minutes of a meeting, such signing shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

**4.13 -- Manner of Acting.** Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Executive Board, unless the act of a greater number is required by these By-Laws, the Master Declaration, or express provisions of applicable law.

**4.14 -- Executive Board Action Without Meeting.** Any action required by law to be taken at a meeting of the Executive Board or any action that may be taken at a meeting of the Executive Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Directors.

**4.15 -- Presiding Officer.** The presiding officer at meetings of the Executive Board shall be the President. In his absence the Directors present shall designate one of their number to preside.

**4.16 -- Compensation of Directors Restricted.** Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performances of their duties as Directors.

**4.17 -- Powers and Duties of Executive Board.** All of the powers and duties of the Master Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Master Declaration, and these By-Laws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Master Declaration, and By-Laws, and shall include, but not be limited to, the following:

- (a) To elect the officers of the Master Association.
- (b) To prepare and provide to Master Condominium Members annually a report containing at least the following:
  - (1) A statement of any capital expenditures in excess of two percent (2%) of the current budget or **Fifty Thousand Dollars (\$50,000.00)**, whichever is greater, anticipated by the Master Association during the current year or succeeding two (2) fiscal years.
  - (2) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Executive Board.
  - (3) A statement of the financial condition of the Master Association for the last fiscal year.
  - (4) A statement of the status of any pending suits or judgments to which the Master Association is a party.
  - (5) A statement of the insurance coverage provided by the Master Association.
  - (6) A statement of any unpaid assessments due and payable to the Master Association, identifying the Unit and the amount of the unpaid assessment.
- (c) To adopt and amend budgets and to determine, establish, levy, assess and collect assessments against Master Condominium Members to pay the Master Common Expenses, Commercial Common Expenses and Residential Common Expenses of the Master Condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.

- (e) To maintain, repair, replace, and operate the Master Common Elements.
- (f) To restore, replace and repair improvements as provided in the Master Declaration.
- (g) To establish and amend rules and regulations and reasonable penalties for infraction thereof.
- (h) To enforce the provisions of the Master Declaration, these By-Laws, the Act, and the rules and regulations established by the Board or Master Association, including recovery of monetary penalties and injunctions, and including purchase of Units, in the name of Master Association, at foreclosure or other judicial sale.
- (i) To obtain and maintain insurance as provided in the Master Declaration.
- (j) To contract for management of the Master Condominium and to delegate to such manager such powers and duties as the Executive Board shall determine, except such as are specifically required by the Master Declaration, these By-Laws, or the Act, to be done by the Board or the Master Condominium Members, provided that no such contract shall be entered into for a period exceeding one (1) year and shall provide, at a minimum, that it shall be terminable by the Master Association, for cause, upon thirty (30) days written notice.
- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the Master Association and for proper care and maintenance of the Master Common Elements.
- (l) To pay all Master Common Expenses, Commercial Common Expenses and Residential Common Expenses.
- (m) To contract for such services for the Master Condominium as the Executive Board deems necessary or desirable.
- (n) To bring, prosecute, defend, settle and intervene in actions and lawsuits for and on behalf of itself, or on behalf of two (2) or more Master Condominium Members, with respect to any cause of action relating to the Master Condominium the Master Common Elements or to more than one Unit. All costs and expenses incurred in connection with any such action or lawsuit, including settlement thereof, not paid by the opposing party or parties or the Master Condominium Members benefited thereby, shall be a Master Common Expense.
- (o) To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.
- (p) To perform such other acts as may be delegated to the Master Association or Executive Board by applicable statutes, the Master Declaration, these By-Laws, or the Act, and to perform such other acts as may be incident to or necessary in the performance of the foregoing.
- (q) To borrow money for the repair, replacement, maintenance and reconstruction of Master Common Elements, and to pledge and pay assessments, and any and all other revenue and income for such purpose.
- (r) To buy Units, in foreclosure of an assessment lien or at any other time or for any other reason and to sell, lease, mortgage, and otherwise deal in Units from time to time owned by the Master Association.
- (s) To impose from time to time, and collect, reasonable rates, fees and charges for the use, rental or operation of recreational facilities, if any, and other amenities forming a part of the Master Common Elements, and the other Master Common Elements other than Master Limited Common

Elements.

(t) To grant leases, licenses and concessions not to exceed one (1) year and utility and other easements through and over the Master Common Elements; provided, however, that after conveyance to Unit Owners other than Master Declarant or an affiliate of Master Declarant of Units to which more than fifty percent (50%) of the Votes are allocated, the Master Association may by resolution of the Master Condominium Members at a meeting duly called for such purpose grant leases, licenses and concessions in excess of one (1) year and easements through and over the Master Common Elements.

(u) To impose and collect reasonable charges, including attorneys' fees, for the evaluation, preparation and Recordation of amendments to the Master Declaration, preparation of resale certificates required by Section 448.4-109 of the Act, or statement of unpaid assessments.

(v) To provide for indemnification of the Master Association's officers and directors and maintain officers' and directors' liability insurance. (448.3-102 (13)).

(w) To assess against any Unit Owner who fails or refuses to make any payment of the Master Common Expenses when due, the amount thereof, together with an "Administrative Charge" in the amount hereinafter set forth, not paid by the 10th day of the month in which payment becomes due, and together with interest on the amount unpaid as provided in Section 8.13 hereof. The "Administrative Charge" shall be **Twenty-Five Dollars (\$25.00)**, for each of the first two late payments by a Unit Owner during any twelve (12) consecutive calendar month period, and shall be **One Hundred Dollars (\$100.00)** for each additional late payment by a Unit Owner during any twelve (12) consecutive calendar month period. The Executive Board, in its reasonable judgment, may waive some or all of the Administrative Charges.

(x) To assess and levy, after notice and an opportunity to be heard, reasonable fines for violations of the Act, the Master Declaration, these By-Laws, or the rules and regulations of the Master Association.

(y) To keep financial records sufficiently detailed to enable the Master Association to comply with Section 448.3-118 of the Act.

## **ARTICLE 5 -- OFFICERS**

**5.1 -- Designation of Officers.** The officers of this Master Association shall be a President, a Secretary and a Treasurer, and such other officers (such as one or more Vice-Presidents, Assistant Secretaries and Assistant Treasurers) as the Board may from time to time determine appropriate or necessary, in accordance with Section 5.9 hereof. Each of the President, Secretary and Treasurer, except those who hold office pursuant to Section 5.3 beyond their term as Director, shall be a member of the Executive Board. A Natural Person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Master Association.

**5.2 -- Election of Officers.** The first Executive Board shall elect the initial officers as soon as practicable after filing of the Master Declaration. Thereafter, Executive Boards shall elect officers at the organization meeting(s) of the Executive Board as provided in Article 4, and at such other times as the Executive Board shall from time to time determine.

**5.3 -- Term.** Each officer shall serve until the next meeting at which Directors are elected after the organization meeting at which he is elected, and until his successor has been duly elected and has qualified, except that the officers elected by the first Executive Board shall serve until their respective successors have been elected and qualified.

**5.4 -- Removal.** Any officer may be removed, with or without cause, and without notice, by a majority

vote of the Directors at any meeting of the Executive Board.

**5.5 -- Vacancy.** Any vacancy in any office shall be filled by the Executive Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office, and until his successor has been duly elected and has qualified.

**5.6 -- Powers and Duties of Officers.**

(a) **President.** The President shall be the chief executive officer of the Master Association. He shall have all of the powers and duties that are usually vested in the office of the President of a corporation, including, but not limited to, the duty to preside at all meetings of the Executive Board and of the Master Condominium Members at which he is present, and the general supervision over other officers in the management of the business and affairs of the Master Association. He shall see that all actions and resolutions of the Executive Board are carried into effect.

(b) **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Master Condominium Members. He shall attend to the giving and serving of all notices required by law. He shall keep the records of the Master Association except those of the Treasurer, and shall perform all other duties incident to the office of a secretary of a corporation.

(c) **Treasurer.** The Treasurer shall have custody of all intangible property of the Master Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Master Association in accordance with good accounting practices and principles, and shall submit them, together with all his vouchers, receipts, records, and other papers to the Directors for their examination and approval, as often as they may require. He shall deposit all moneys and other valuable effects in the name of or to the credit of the Master Association in such depositories as may be designated from time to time by the Executive Board, shall disburse the funds of the Master Association as ordered by the Executive Board, and shall perform all other duties incident to the office of a treasurer of a corporation. If a managing agent or manager be employed, the Executive Board may designate some or all of the foregoing functions to be entrusted to him or it, subject to overseeing control by the Treasurer.

(d) **Other Officers.** Other officers shall have such duties, responsibilities, powers and authorities as the Executive Board shall from time to time determine and authorize.

**5.7 -- Execution of Agreements, Etc.** All agreements, contracts, deeds, mortgages, or other instruments shall be executed by any two (2) officers or by such other Person(s) as may be designated from time to time by the Executive Board.

**5.8 -- Compensation of Officers Restricted.** No officer of the corporation shall receive compensation for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

**5.9 -- Additional Officers.** The Executive Board may from time to time elect such other officers and designate their powers and duties as it, in its discretion, shall find to be required or desirable to manage the affairs of the Master Association. Such additional officers need not be Directors.

**ARTICLE 6 -- DIRECTORS' AND OFFICERS' INDEMNITY**

**6.1 -- Indemnification.** The Master Association shall indemnify Directors and officers, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Section 448.3-102(13) of the Act, as now enacted or hereafter amended.

**ARTICLE 7 -- FISCAL MANAGEMENT**

**7.1 -- Depository.** The depository of the moneys of the Master Association shall be such bank or banks as from time to time shall be designated by the Executive Board. Withdrawal of moneys from such depository shall be only by checks signed by any two (2) officers of the Master Association, or any other Persons as may from time to time be authorized by the Executive Board.

**7.2 -- Records of Master Association.** The books, accounts, and records of the Master Association shall be open to inspection and examination by any Master Condominium Member of the Master Association and any Security Holder at all reasonable times; except that the books, accounts, and records of the Master Association that contain matters that are subject to attorney-client or similar privilege shall not be subject to inspection and examination by Master Condominium Members and Security Holders, unless the Board approves otherwise in writing, or except pursuant to the order of a court of competent jurisdiction.

**7.3 -- Fidelity Bonds.** Fidelity bonds shall be required by the Executive Board in accordance with the provisions of the Master Declaration. The premiums on such bonds shall be a Master Common Expense.

**7.4 -- Payment Vouchers.** Payment Vouchers shall be approved by the Executive Board, unless such authority to approve the same has been delegated to any officer or manager by the Executive Board.

**7.5 -- Fiscal Year.** The fiscal year of the Master Association shall be the calendar year; provided that the Directors, from time to time, by resolution, may change the fiscal year to some other designated period.

## **ARTICLE 8 -- ASSESSMENTS**

**8.1 -- Obligation of Members to Pay Assessments; Amount of Levy.** Until the Master Association levies a Master Common Expense assessment, Master Declarant shall pay all accrued expenses of the Master Condominium. Thereafter, each Unit Owner shall be personally severally liable for the assessments for Master Common Expense (including Commercial Common Expenses and Residential Common Expenses), that are levied against his Unit while a Unit Owner. Each Unit shall be assessed Master Common Expense (including Commercial Common Expenses and Residential Common Expenses), in accordance with that Unit's Master Allocated Interest, Commercial Sub-Allocated Interest, and Residential Sub-Allocated Interest, as applicable as the case may be.

**8.2 -- Allocation of Common Surplus.** Any common surplus shall be allocated to each Unit in accordance with its Master Allocated Interest, Commercial Sub-Allocated Interest, and Residential Sub-Allocated Interest, as applicable as the case may be; and shall be owned by the Unit Owner of that Unit and credited against that Unit's proportionate share of Master Common Expenses subsequently assessed.

**8.3 -- Preparation of Budget and Levying of Assessment.** At least once each fiscal year, beginning with the fiscal year beginning **January 1, 2006**, the Executive Board shall prepare and adopt a budget for that fiscal year, including therein estimates of the amount necessary to pay the Master Common Expenses (including Commercial Common Expenses and Residential Common Expenses), together with amounts considered necessary by the Executive Board for reserves. Within thirty (30) days after the Executive Board's adoption of any such proposed budget, the Executive Board shall provide a summary of the budget to all Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall be not less than fourteen (14) days and not more than thirty (30) days after mailing of the summary. Unless at that meeting a majority Vote of the Unit Owners reject the budget, then the budget is ratified, whether or not a quorum is present at the meeting. In the event that the proposed budget is rejected, then the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board. After ratification of each such budget, the Executive Board shall provide each Master Condominium Member with a copy and shall give each Master Condominium Member notice of the assessment made against that Master Condominium Member's Unit based upon such budget, and based upon such Unit's Master Allocated Interests, Commercial Sub-Allocated Interests and Residential Sub-

Allocated Interests, as applicable as the case maybe; and such notice may also provided for the rate interest to be charged on delinquent payments thereof, if to be other than the rate specified in Section 8.13 of these By-Laws. The assessment shall be deemed levied upon the giving of such notice; provided, however, that the first budget after creation of the Master Condominium shall be prepared and adopted by the first Executive Board only for the balance of the then fiscal year of the Master Association, shall be prepared and adopted as soon as practicable after such creation, and notice of the amount of the assessment against each Unit for such balance of the fiscal year shall be given by the Executive Board or Master Declarant to each Master Condominium Member as soon as practicable after adoption of such assessment and shall be deemed levied upon notice thereof given by the Executive Board or Master Declarant, and shall be due as provided in Section 8.5 hereof.

**8.4 -- Assessment A Lien.** Every assessment shall constitute a lien upon each Unit assessed from the date the assessment is levied prior to all other liens except only (a) tax liens, including special assessments, in favor of any taxing or assessing authority, (b) all sums unpaid on any first lien Security Interest against the Unit, and (c) liens and encumbrances Recorded before the Recordation of the Master Declaration.

**8.5 -- Payment of Assessments.** Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Executive Board in each such notice. If no times and amounts are specified, 1/12th of the assessment shall be paid on or before the first day of each month of the fiscal year of the Master Association. Payment shall be made to the Master Association, or as the Executive Board may from time to time otherwise direct.

**8.6 -- Lien After Foreclosure.** The lien of any assessments against a Unit becoming payable after the date of Recordation of any first lien Security Interests against such Unit shall be subordinate to such first mortgage. When ownership of a Unit is transferred by foreclosure under the remedies provided in any such first mortgage, the lien of any unpaid assessments as to the Unit shall be discharged and extinguished by such foreclosure, and such unpaid assessments shall be paid by the foreclosed former owner of the Unit (the borrower). The Unit and Unit Owner acquiring title under the remedies provided in a Deed of Trust shall be subject only to the lien of assessments which become due after such transfer of title. Nothing in this Section shall be construed as a waiver or release of the obligation of the former owner of the Unit to pay the delinquent assessments.

**8.7 -- Reserve Fund and Working Capital Fund.** All sums collected by the Master Association from assessments shall be accounted for as follows:

(a) **Reserve Fund for Replacements.** To this fund shall be credited all sums collected or set aside for the purpose of effecting periodic maintenance, repairs and replacements of structural elements, and other Master Common Elements of the Master Condominium.

(b) **Working Capital Fund.** To this fund shall be credited collections of assessments for all Master Common Expenses for the current year as well as common profits and surplus from the previous year, and not to be credited to the above reserve fund.

The reserve fund for replacements shall be established by the Executive Board and shall be funded by regular installments rather than by extraordinary special assessments. The reserve fund described above shall be maintained only in such amounts as deemed necessary or desirable by the Executive Board, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Executive Board, in its discretion, selects.

**8.8 -- Special Assessments.** In addition to the assessments levied as provided in Section 8.3, the Executive Board, in its discretion, may levy special assessments at such other and additional times as in its judgment are required for:

(a) **Repair and Maintenance of Master Common Elements and Operation of the Master**

**Condominium.** Maintenance, repair, replacement and restoration of the Master Common Elements, and operation of the Master Condominium.

(b) **Alterations, Improvements and Additions to Master Common Elements.** Alterations, improvements, and additions to the Master Common Elements; provided, however, that any such special assessment involving the expenditure of **Fifty Thousand Dollars (\$50,000.00)** or more shall be first approved by the voting Master Condominium Members of the Master Association representing at least fifty-one (51%) percent of the total Master Allocated Interests of the Units and at least fifty-one percent (51%) of the Votes, at a special meeting called for such purpose.

(c) **Curing of Member's Default.** Costs and expenses incurred in curing defaults of a Master Condominium Member pursuant to Section 8.12 hereof or Article 10 hereof.

Special assessments made pursuant to this Section 8.8 shall be deemed levied upon notice thereof being given to the Master Condominium Members subject to such special assessment, and shall be payable as determined by the Executive Board and as set out in such notice.

**8.9 -- Master Common Expenses Associated with Master Limited Common Elements or Benefiting Less Than All Units.** Any Master Common Expense associated with the maintenance, repair, or replacement of a Master Limited Common Element shall be assessed against the Unit or Units, and/or Sub-Unit or Sub-Units, to which such Master Limited Common Element was allocated at the time the expense was incurred. In addition, the Master Association may assess any Master Common Expense benefiting less than all of the Units against the Units benefited in proportion to the relative Master Allocated Interests, or Commercial Sub-Allocated Interests, or Residential Sub-Allocated Interests, of the Units benefited.

**8.10 -- Failure to Prepare Budget and Levy Annual Assessments Deficiencies in Procedure.** The failure of the Executive Board to prepare or delay of the Executive Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the Master Condominium Members' obligation to pay assessments whenever the same shall be determined and levied by the Executive Board.

Until a new assessment is levied by the Executive Board pursuant to Section 8.3 each Master Condominium Member shall continue to pay the assessment previously levied pursuant to Section 8.3 in the same amount and at the same periodic times as levied, or as the Executive Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Executive Board in levying an assessment shall not in any way affect its validity or the obligation of Master Condominium Members to pay such assessment.

**8.11 -- Assessment Roll; Statement.** All assessments shall be set forth upon a roll of the Units, which shall be available in the office of the Master Association for inspection at all reasonable times by Master Condominium Members and Security Holders, and their duly authorized representatives. Such roll shall include, for each Unit, the name and address of the Master Condominium Member(s), all assessments levied, and the amount of all assessments unpaid. The Master Association, upon written request, shall furnish to a Unit Owner, or his authorized agent, a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding upon the Master Association and all Unit Owners. For such statement a reasonable fee may be charged by the Executive Board.

**8.12 -- Default and Enforcement.** If any assessment, or installment thereof, remains delinquent for ten (10) days, then that assessment, and all other assessments then a lien against that Unit, may be declared by the Executive Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Master Association in the manner provided by Section 448.3-116 of the Act.

**8.13 -- Interest on Delinquent Assessments.** Assessments, or installments thereof, paid before they become delinquent shall not bear interest. All delinquent assessments in addition to the administrative

charge provided in Section 4.17(w) shall bear interest at the rate of eighteen (18%) per annum, or such lesser interest as is set forth in the notice levying the assessment, but not exceeding the maximum rate of interest allowed by the Act, from the date delinquent until the date paid. (Section 448.3-115.2). All payments upon account shall be applied first to the administrative charge, then to interest, and then to the assessment, or installment thereof, longest delinquent.

**8.14 -- Rates, Fees and Charges.** All rates, fees, charges, fines and penalties imposed by the Executive Board against, or due from, any Master Condominium Member or Unit may be collected and enforced as an assessment.

## **ARTICLE 9 -- SUBDIVISION, CONVERSION, RELOCATION AND ALTERATION OF UNITS**

**9.1 -- Permitted Subdivision; Prohibitions.** The Article 11 of the Master Declaration provides that each Unit Owner may subdivide the Unit owned by such Unit Owner into Sub-Units. In addition, if any Unit Owner owns two adjoining Units or Sub-Units (two Units or Sub-Units which share a common wall, or two Units or Sub-Units with respect to which the floor of one is the ceiling of the other), then the Unit Owner may remove or alter any intervening partition between the Units or Sub-Units, and/or create apertures and openings in such partition between the Units or Sub-Units, even if such partition is in whole or in part Master Common Element, so long as: (a) such work does not impair the structural integrity of or lessen the structural support of any portion of the Building, and such work does not alter or impair any mechanical systems of the Building; (b) the Unit Owner agrees in writing to be responsible for and to repair and remedy any damage to the Master Common Elements caused by or resulting from such work; (c) the work is performed by insured reputable licensed professional contractors; and (d) the Master Association has approved in writing the plans and specifications, the contractor and the construction contract for such work, such approval not to be unreasonably withheld. The removal of partitions or the creation of apertures or openings pursuant to the foregoing is not an alteration or relocation of the boundaries of the Units or Sub-Units. Except for the subdivision and related rights granted to the Unit Owners under and pursuant to said Article 11 of the Master Declaration, and except as provided in this Section 9.1, no Unit Owner may subdivide or convert or relocate the boundaries of his Unit. No Unit Owner shall make any alterations of to his Unit or to the Building in violation of Section 5.14 of the Master Declaration.

## **ARTICLE 10 -- COMPLIANCE, ENFORCEMENT, FINES AND PENALTIES**

**10.1 -- Compliance.** Each Unit Owner and Occupant, and each Security Holder, shall be governed by and shall comply with the terms, conditions, obligations, and provisions of the Act, the Master Declaration, these By-Laws, and the rules and regulations, as the same may be amended from time to time.

**10.2 -- Default and Remedies.** A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Master Declaration, these By-Laws, or the rules and regulations, as the same may be amended from time to time, by any Unit Owner or occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties for such default or failure as determined by the Executive Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Master Association or, if appropriate, by any one or more aggrieved Master Condominium Members, or both. Also, if any Master Condominium Member fails to perform any obligation under the Act, the Master Declaration, these By-Laws, or such rules and regulations then the Master Association may, but is not obligated to, perform the same for the Master Condominium Member's account, and for such purpose may enter upon his Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting Master Condominium Member.

**10.3 -- Notice of Default and Failure to Cure.** In the event of any such default or failure, the Executive

Board shall promptly serve upon or mail to the defaulting Master Condominium Member, and each Security Holder of that Master Condominium Member's Unit, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting Master Condominium Member may cure the default specified.

**10.4 -- Remedy of Abatement in Addition to Other Remedies.** In the event a Master Condominium Member fails to effect the cure specified by the Executive Board in the notice of default, within the time specified in such notice, where the default is a structure, thing or condition existing in or on the premises of the Master Condominium Member's Unit, the Board, or its duly authorized representative, shall have the right upon obtaining an order from a court of competent jurisdiction to enter upon the premises of the Master Condominium Member's Unit in which, on which, or as to which, such default exists, and to abate and remove at the defaulting Master Condominium Member's expense (and levy an assessment therefor), the structure, thing, or condition constituting the default, and the Executive Board, the Master Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass. In addition, in the event of any condition in a Unit which is in the nature of an emergency, the Board (and its duly authorized representatives) shall have the right upon such notice as is practicable and reasonable given the nature of the emergency condition, to enter upon the premises to abate such emergency at the Unit Owner's expense (and levy an assessment therefor), and the Board, the Master Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

**10.5 -- Recovery of Attorneys' Fees and Costs.** In any proceeding arising because of an alleged default by a Master Condominium Member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be allowed by the court, with interest thereon at eighteen percent (18%) per annum from the dates such costs are incurred until paid.

**10.6 -- Non-waiver of Covenants.** The failure of the Master Association or of any Master Condominium Member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Master Declaration, these By-Laws, the rules and regulations of the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Master Association or a Master Condominium Member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

**10.7 -- Assessment Lien.** Assessment liens shall be enforced pursuant to Article 8 hereof, and not pursuant to this Article 10.

**10.8 -- Disputes & Dispute Resolution Proceedings.**

(a) Other than any and all legal proceedings for or regarding or in connection with the determination, dispute, collection and/or enforcement of assessments, assessment liens and other sums and monies due and payable by any Unit Owner or any Sub-Unit Owner under and pursuant to any of the terms and provisions of the Master Declaration and/or these By-Laws; the Master Condominium Members, the Master Declarant, the Master Association, the Unit Owners and the Sub-Unit Owners agree and provide that any and all other disputes and disagreements under or regarding or in connection with the Master Declaration and/or these By-Laws shall be submitted to and determined by binding Dispute Resolution, pursuant to Section 15.18 of the Master Declaration.

(b) Any and all legal proceedings for or regarding or in connection with the determination, dispute, collection and/or enforcement of assessments, assessment liens and other sums and monies due and payable by any Unit Owner or by any Sub-Unit Owner under and pursuant to any of the terms and provisions of the Master Declaration and/or these By-Laws, shall not be subject to mandatory Dispute Resolution, unless the parties agree and consent otherwise in writing.

**ARTICLE 11 -- AMENDMENT**

### **11.1 -- Amendment.**

(a) Unless the Master Declarant otherwise agrees in writing to permit an amendment to these By-Laws under Section 11.1(b) of these By-Laws, for so long as the Master Declarant is the owner of Units or Sub-Units representing in the aggregate of ten percent (10%) or more of the Units and Sub-Units in which Votes in the Master Association are allocated, these By-Laws may only be amended with the affirmative vote of at least sixty-seven percent (67%) of the Unit Owners and Sub-Unit Owners of Units and Sub-Units to which Votes in the Master Association are allocated.

(b) After the Master Declarant ceases to own ten percent (10%) or more of the Units and Sub-Units in which Votes in the Master Association are allocated, these By-Laws may only be amended with the affirmative vote of a majority of the Unit Owners and Sub-Unit Owners of Units and Sub-Units to which Votes in the Master Association are allocated.

(c) An amendment to these By-Laws, once made and approved, shall become effective when Recorded in the same manner and place as an amendment to the Master Declaration.

## **ARTICLE 12 -- GENERAL PROVISIONS**

**12.1 -- Rules and Regulations.** The Executive Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Master Common Elements so as to promote the common use and enjoyment thereof by Unit Owners and occupants, and for the protection and preservation thereof.

In addition the Executive Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Unit Owners and Occupants, including, without limitation, the right to adopt such rules and regulations with reference to children, animals and leases. Also, the Executive Board may from time to time establish penalties for infraction of such rules and regulations. Copies of all such rules and regulations and any amendments thereto shall be furnished to all Master Condominium Members, and a copy shall be posted or otherwise made available to Master Condominium Members at the office of the Master Association. However, failure to furnish or post such rules or regulations shall not affect in any way their validity or enforceability. Any such rule or regulation adopted by the Executive Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by the Master Condominium Members at an annual or special meeting of the Master Condominium Members. Any such act of the Master Condominium Members shall control over any contrary rule or regulation then or thereafter adopted by the Board. All rules and regulations shall be equally and uniformly applicable to all Unit Owners, occupants and Units, but need not be equally uniformly applicable if it is determined that such unequal or non-uniform application is in the best interest of the Master Association or if equal and uniform application is not practicable.

**12.2 -- Parliamentary Authority.** Robert's Rules of Order, Newly Revised, shall govern the conduct of Master Association proceedings when not in conflict with the Master Declaration, these By-Laws, the Act or any statutes of the State of Missouri applicable thereto. The Chairman of the meeting shall have the authority to appoint a parliamentarian if he deems it necessary.

**12.3 -- Compliance with the Act; Contract; Severability.** These By-Laws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs, or clauses of these By-Laws conflict with any of the provisions of said Act, the provisions of said Act shall control.

If any such term, provision, limitation, paragraph or clause of these By-Laws or the application thereof to any Person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these By-Laws, or the application thereof to any other Person or circumstance.

**12.4 -- Interpretation of By-Laws.** Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of By-Laws and not merely to the part of it in which they appear.

[SIGNATURE PAGE FOLLOWS]

