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RECORDER OF DEEDS
CITY OF ST. LOUIS, MO

TITLE: Amendment to Declaration Condominium Owership

CLT File No. 445967

DATE: June 7, 2002

GRANTOR(S): Elder Shirt Lofts, LLC

GRANTOR'S MAILING ADDRESS: 3948 Lindell Blvd.
(City Property Only) St. Louis, MO 63108

GRANTEE(S): None

GRANTEE'S MAILING ADDRESS:

LEGAL DESCRIPTION: See Attachment 1 Page 5

REFERENCE BOOK & PAGE NUMBER: Book 1747 Page 916

**Amendment to Declaration of Condominium Ownership
For
The Elder Shirt Lofts**

This Amendment to Declaration of Condominium Ownership for The Elder Shirt Lofts is made this 7th day of June, 2002 by Elder Shirt Lofts, LLC, a Missouri Limited Liability Corporation (hereinafter referred to as "Declarant") who, as of the date of this Amendment, is the Unit Owner of all Units 01 through 31;

WITNESETH:

WHEREAS, Declarant intends by this Amendment to amend the Declaration of Condominium Ownership for the Elder Shirt Lofts, recorded in Book 1757 at Page 916 being in the City Block 528 and recorded in Plat Book 79 pages 31-35 of the Records of the City of St. Louis, Missouri in the following manner:

Section 7.2 shall be amended by adding the following as a second sentence:

In addition, each Eligible Mortgagee, as defined herein, shall receive timely written notice of the occurrence of the following events:

- any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- any 60 day delinquency in the payment of assessments of charges owed by the owner of any unit on which it holds the mortgage;
- a lapse, cancellation, or material modification of any insurance policy maintained by the owners' association
- any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Section 15.5 shall be amended in the following manner:

- In the first and second sentences, capitalize the term "material amendment".
- In the first sentence, by replacing the period at the end of the first sentence with a comma (,) and by adding the following language immediately after the comma: "any decision to restore or repair after damage or condemnation other than as specified in the Declaration and other project documents, and any termination of the condominium legal status for any reason, including after substantial destruction or condemnation".

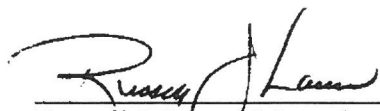
Amendment 4

The document entitled "By-laws of the Elder Shirt Lofts Condominium Association", attached hereto and incorporated herein by reference shall be designated as Attachment 4 of the Declaration of Condominium Ownership for the Elder Shirt Lofts. The Bylaws were adopted on May 28, 2002 and made part of the corporate records of the Elder Shirt Lofts Condominium Association.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed on its behalf.

Elder Shirt Lofts, LLC

By:


Russell J. Lauer, Managing Member

STATE OF MISSOURI)

) ss.

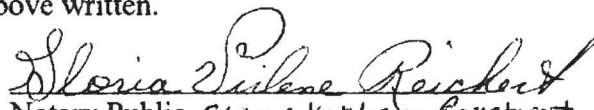
City of St. Louis)

On this 10th day of June, 2002 before me appeared Russell J. Lauer, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of the Elder Shirt Lofts, LLC, a Missouri Limited Liability Corporation, and acknowledged that he executed the foregoing instrument on behalf of such corporation as the Declarant and Owner of Units 01-31 by the authority of its Board of Directors as the free act and deed of said corporation.

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

My Commission Expires:

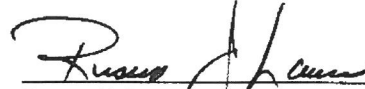
July 20, 2003


Notary Public Gloria Virlene Reichert

GLORIA VIRLENE REICHERT
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CITY
MY COMMISSION EXP. JULY 20, 2003

The Elder Shirt Lofts Condominium
Association

By:


Russell J. Lauer, Acting President

STATE OF MISSOURI)

) ss.

City of St. Louis)

On this 10th day of June, 2002 before me appeared Russell J. Lauer, to me personally known, who, being by me duly sworn, did say that he is the Acting President of the Elder Shirt Lofts Condominium Association, a Missouri Nonprofit Corporation, and acknowledged that he executed the foregoing instrument on behalf of such corporation by the authority of its Board of Directors as the free act and deed of said corporation.

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

My Commission Expires: July 20, 2003
Notary Public Gloria Virlene Reichert

GLORIA VIRLENE REICHERT
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CITY
MY COMMISSION EXP. JULY 20, 2003

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ATTACHMENT 1
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE ELDER SHIRT LOFTS

Description of the Property

A tract of land being Lots 1, 2, 3, 4, 5, 6 and 7 of Smith's Subdivision of Block 8 of Christy's Addition and in City Block 528 and also described in Deed Book M1087 page 582 of the City of St. Louis Records, in the City of St. Louis, Missouri, and more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Smith's Subdivision, said point is also at the intersection of the West line of 13th Street, 60' wide, with the North line of Lucas Avenue, 43' wide; thence along the West line of 13th Street, N 1° 05' 14" W a distance of 144.62' by deed and Survey to the South line of an Alley, 20' wide, known as Linden Street; thence along said South line of Alley, S 88° 51' 26" W a distance of 137.00' by Deed, a distance of 137.06' by Survey to the East line of an Alley, 10' wide; thence along said East line of said 10' wide Alley, S 1° 04' 48" E a distance of 144.62' by Deed and Survey to the North line of Lucas Avenue, 43' wide; thence along the North line of Lucas Avenue, N 88° 51' 26" E a distance of 137.00' by Deed, a distance of 137.08' by Survey to the point of beginning containing 0.459 Acres more or less.

EXHIBIT F
TO ORIGINAL SALE CERTIFICATE
FOR
THE ELDER SHIRT LOFTS

BY-LAWS
OF
THE ELDER SHIRT LOFTS CONDOMINIUM ASSOCIATION

ARTICLE I
MEMBERS
(UNIT OWNERS)

Section 1. The members of the Elder Shirt Lofts Condominium Association, a not-for-profit corporation organized under the provisions of Chapter 355, R.S.Mo., the Missouri Nonprofit Corporation Act (hereinafter referred to as the "Act"), (which corporation is hereinafter referred to as the "Association") shall consist of the respective "Unit Owners" of the "Property" located in the City of St. Louis, Missouri, in accordance with the respective "percentages of Ownership" of the respective Unit Owners. Said quoted terms and all other terms used herein and defined in the Declaration of Condominium Ownership for the Elder Shirt Lofts Condominiums (which Declaration is recorded in the Office of the Recorder of Deeds of St. Louis, Missouri) shall have the meanings set forth in such Declaration. (The words "member" or "members" as used in these By-Laws under the Act, mean and shall refer to a "Unit Owner" or the "Unit Owners", as the case may be, referred to in the Declaration.)

Section 2. The membership of each Unit Owner shall terminate when they cease to be a Unit Owner, and upon the sale, transfer or other disposition of their ownership interest in the Property their membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may issue certificates evidencing membership therein.

Section 3. Meetings of the Unit Owners shall be held annually at such place in St. Louis, Missouri, as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held on the First Monday in December of each year, commencing in 2001, at 8:00 p.m. St. Louis time or at such other date or hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by majority of the Directors of the Board, or by Unit Owners having at least twenty percent (20%) of the votes entitled to be cast at such meetings. Not less than ten (10) or more than sixty (60) days in advance of any meeting, the Secretary shall cause notice to be hand delivered or sent prepaid by the U.S. mail to the mailing address of each Unit or to any other mailing address designated in writing by each Unit Owner. The notice of any meeting shall state the time and place of the meeting and the agenda items to be considered at the meeting.

Section 4. The aggregate number of votes for all Unit Owners shall be one hundred

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(100), which shall be divided among the respective Unit Owners in accordance with their respective Percentages of Ownership. If only one of the multiple owners of a Unit is present at a meeting of the Association, such owner shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners; provided that there shall be deemed to be such agreement of a majority in interest of such owners if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

Section 5. Except as provided in Section 6.6 and 6.7 of the Declaration, in all elections for Directors, each Unit Owner shall be entitled to vote on a cumulative voting basis.

Section 6. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting. Unless a greater vote is required by the Act, Declaration, or these By-Laws, the act of or approval by a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum is present shall be the act of or approval by the Unit Owners.

ARTICLE II BOARD OF DIRECTORS (EXECUTIVE BOARD)

Section 1. The Board of Directors of the Association (referred to in the Declaration and in the Act as the "Executive Board", but referred to as the "Board of Directors" in the Act, and sometimes referred to herein as the "Board") shall consist of three (3) persons elected by the Unit Owners. The number of persons on the Board may be increased or decreased from time to time by amendment of the By-Laws, provided that such number shall not be less than three (3). Each Director shall hold office for the term of one (1) year and until his successor shall be elected and qualified.

Section 2. The Board shall be elected from among the Unit Owners, and each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a Director may be any designee of such Unit Owner). If a Director shall cease to meet such qualifications of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a Director may be any designee of such Unit Owner), or if a Director shall cease to meet such qualifications during his term, he or she shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. A quorum of the Board shall be deemed present throughout any meeting of the Board if a majority of the Directors are present at the beginning of the meeting. Except as otherwise provided by law, a majority of the full Board of Directors shall constitute a quorum for the transaction of business, and unless a greater vote is required by the Act, Declaration or these By-Laws, the act of a majority of the Directors present at a meeting at which a quorum is present

shall be the act of the Board of Directors.

Section 4. Any vacancy occurring in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by the Board.

Section 5. An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. If permitted by law, any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

Section 6. Notwithstanding any provisions of the Declaration or By-Laws to the contrary, and except as provided in Sections 6.6 and 6.7 of the Declaration, the Unit Owners, by a two-thirds (2/3) majority vote of all Unit Owners present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board.

Section 7. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 8. The Board shall have the following powers and duties:

- (a) to elect the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association as hereinafter provided;
- (c) to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and such authority as the Board may approve; provided, however, that without the prior written approval of both (i) Unit Owners holding at least sixty-seven percent (67%) in the aggregate of the Percentages of Ownership and (ii) Eligible Mortgage Holders holding mortgages on Units to which have been allocated Percentages of Ownership of at least fifty-one percent (51%) of such Percentages of Ownership on Units subject to mortgages held by Eligible Mortgage Holders, the Board shall not terminate professional management and assume self-management of the Condominium; and provided further that any management agreement for the Elder Shirt Lofts shall be terminable by the Board without cause upon not more than ninety (90) days written notice and the term of any such agreement shall not exceed one (1) year;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt administrative rules and regulations governing the administration,

management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);

(h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) to exercise all other powers and duties of the Executive Board or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Directors referred to in the Act, and all powers and duties of an Executive Board or a Board of Directors referred to in the Declaration or these By-Laws.

Section 9. In the event of any dispute or disagreement between any Unit Owners, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Executive Board shall be final and binding on each and all of the Unit Owners subject to whatever recourse to the courts is otherwise available to the Unit Owners.

Section 10. Notwithstanding the other provisions of these By-Laws, the election of Directors shall be subject to Sections 6.6 and 6.7 of the Declaration.

ARTICLE III OFFICERS

Section 1. At each annual meeting of the Board, the Board shall elect the following officers of the Association:

(a) A President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association.

(b) A Vice-President, who shall be a Director and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President.

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent; and

(d) A Treasurer, who shall keep the financial records and books of account.

(e) Such additional officers as the Board shall see fit to elect.

(f) Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. The respective officers shall have the general powers usually vested in such officers of a nonprofit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Each officer shall hold office at the pleasure of the Board.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

Section 6. Notwithstanding the above, the appointment of officers shall be subject to Sections 6.6 and 6.7 of the Declaration.

ARTICLE IV BUDGET AND ASSESSMENTS

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees, lease payments and other Common Expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year, if any, from the operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the Unit Owners during

the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the 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) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, 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 Board.

Section 3. On or before the first day of each month and of each succeeding month of the year covered by each annual budget, each Unit Owner shall pay, as their respective monthly assessment for the Common Expenses, one-twelfth (1/12) of their proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be computed in accordance with Section 5 of the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment for Common Expenses by abandoning or not using such Unit Owner's Unit or the Common Elements.

Section 4. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner and to each Eligible Mortgagee a financial statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable. Upon request by Eligible Mortgage Holders holding mortgages or deeds of trust on at least fifty-one percent (51%), in number, of the Units, the Board shall cause to be prepared and delivered to such Holders, at their request, and at their expense, an audited financial statement for the immediately preceding fiscal year of the Association, such statement to be furnished within a reasonable time following such request.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon ten (10) days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the

amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Within thirty (30) days after adoption of such supplemental budget for the condominium, the Board shall provide a summary of the supplemental budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the supplemental budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners, or any larger vote specified in the Declaration, reject the supplemental budget, the supplemental budget shall be deemed to have been ratified, whether or not a quorum is present. In the event the proposed supplemental budget is rejected, the budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

Section 7. The Board shall not approve any capital expenditures in excess of Five Thousand Dollars (\$5,000.00), nor enter into any contracts for more than three (3) years, without the approval of the Unit Owners.

Section 8. At the time each Unit is first purchased, the purchasing Unit Owner shall pay to the manager or managing agent the equivalent of two months' worth of Common Expenses attributable to that Unit which shall be used and applied as an operating reserve for Common Expenses. The amounts so paid by Unit Owners for operating reserves shall be held in a segregated account and used and applied from time to time for the payment of common Expenses as and when needed. All such amounts from time to time on hand and unexpended shall be deemed to be part of the Common Elements and owned by the Unit Owners in accordance with their respective Percentages of Ownership. At the time of the sale of each Units by the Declarant, the purchaser shall reimburse Declarant for the amount so paid to the Association by the Declarant with respect to such Unit.

Section 9. Declarant shall in its sole discretion have the right in the early stages of development of the condominium choose to pay all the Common Expenses rather than assessing each Unit individually. Thus, during the time that Declarant owns most of the Units and wishes to avoid billing the costs of each Unit separately and crediting payment to each Unit, it may in its sole discretion, pay all the Common Expenses and not be obligated to make any payments for replacement or operating reserves. However, the Declarant may at any time decide to terminate its payment of the Common Expenses and once the Association makes any assessment for Common Expenses against any Unit, all Units (including those owned by the Declarant) must be assessed for their full portion of the Common Expense liability.

Section 10. It shall be the duty of every Unit Owner to pay their proportionate share of

the Common Expenses, computed in the manner set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 11. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred, and such records and the vouchers authorizing the payment of such Common Expenses (and current copies of the Declaration, these By-Laws, and any rules and regulations of the Association) shall be available for examination by each Unit Owner and its authorized agents (and each Eligible Mortgagee) during convenient business hours.

ARTICLE V USE AND OCCUPANCY RESTRICTIONS

Section 1. Except as otherwise provided in the Declaration, no Unit other than the Commercial Unit (Unit 01) shall be used for other than residential purposes, in accordance with the regulations of the City of St. Louis, and no business activities shall be carried on in any Unit other than the Commercial Unit (Unit 01) except those business activities, if any, permitted as home occupations by the Zoning Code of the City of St. Louis. No Unit Owner shall be permitted to lease a Unit for transient or hotel purposes. No Unit Owner may lease less than an entire Unit. Any Lease Agreement covering a Unit shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such document shall be a default under the Lease.

Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective owners and their respective guests, household work persons and other authorized visitors, and for such other purposes which are incidental to the use of the respective Units; provided, however, that any special areas designated by the Board shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof.

Section 3. No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes. Any animal, which by reason of habitual noise, defecation or soiling of the Common

Elements has become a source of annoyance to other Unit Owners, shall be removed from the Unit upon thirty (30) days notice to said Unit Owner by the Board. Animals shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

Section 4. No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance of others.

Section 5. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at the Unit Owner's own expense, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles on any exterior area allocated to their Unit, or outside of the Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning or outside radio or television antenna or other equipment, fixtures or items of any kind, without the prior written permission of the Association or the Board or manager or managing agent.

Section 6. Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner, and as prescribed from time to time in administrative rules and regulations of the Board.

Section 7. The Common Elements shall not be damaged by any Unit Owner, whether from within or outside of his respective Unit, nor shall he cause damage to other units, whether acting by himself or by members of his family, guests, household work persons or other authorized occupants or visitors.

Section 8. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the Common Elements except as permitted by any rules and regulations adopted by the Executive Board.

Section 9. No Unit Owner shall overload the electric wiring, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Association or Board or manager or managing agent.

ARTICLE VI

AMENDMENTS

These By-Laws may be amended or modified from time to time only by action or approval of a majority vote of all of the Unit Owners (not simply a majority of a quorum). In addition, the prior written approval of Eligible Mortgage Holders holding mortgages on Units which have an aggregate total ownership interest in the Common Elements of at least fifty-one percent (51%) of such interests which are subject to mortgages held by Eligible Mortgage Holders will be required for material amendment to these By-Laws. However, no amendment to these By-Laws shall modify or interfere with the exercise of the Special Declarant Rights provided for in the Declaration without the consent of the Declarant.