

THE
ABC CONDOMINIUM

ABERDEEN BELLEVUE COLCHESTER DEVONSHIRE

THE ABC CONDOMINIUM ASSOCIATION

HANDBOOK
(December 2023)

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Welcome to all new owners and occupants of the ABC Condominium. This is indeed a very special place to live: The building, its location and its residents all contribute to its uniqueness as a community. This handbook is intended as a convenient way to offer information concerning the ABCs to all owners — a quick and easy reference source for the most common day-to-day questions that may arise. It is not intended to replace the “Declaration of Condominium Ownership” with its attached exhibits. The Declaration contains detailed information about the rights and responsibilities of owners, renters and the Condominium Association. The Declaration and By-Laws can be found in their entirety at www.abccondo.org. Those documents are the final authority on rules and regulations in our community.

CHAPTER ONE: GENERAL INFORMATION

BUILDING SUPERINTENDENT

The maintenance office is in the basement of the D Building near the Laclede door. Hours of work are, generally, Monday through Friday, 8:30 a.m.—4:00 p.m. The Building Superintendent is **Lamar Ward (314-422-7074)**. Please do not ask him to do personal services.

DELIVERIES

The Building Superintendent may accept packages delivered by UPS or other private carriers if the addressee is not available. Such parcels will be placed outside the addressee’s front door, except for the first floor, where they will be placed outside the back door unless other arrangements have been made.

ELEVATORS

Our elevators are old. Failure to observe the posted load limit may cause serious damage for which you may be found responsible.

Before pushing the call button, make sure the red light is not on. If it is on, that means the elevator is in use. Wait a few seconds after the light goes off, so that the user has time to exit the cage. Pushing the call button too soon automatically closes the gate, preventing the occupant from exiting.

Occasionally, the gate will not open. If you are on the elevator, push the button for another floor (for example, if you are on 5, push 4 or 6). This will usually cause the gate to open. If you are outside the elevator, you will need to walk to another floor and call it from there. **DO NOT FORCE THE GATE.**

To avoid damage, it is essential to use pads when moving furniture or bulky items by way of the elevator. To ensure the pads are in place when needed, give the Building Superintendent at least one weekday’s advance notice. He will put them up and will also remove them after your use, except after-hours or on weekends, when you are responsible for replacing them on their hooks.

EXTERMINATOR SERVICE

All common areas are sprayed monthly. To have your unit or locker sprayed, call the Managing Agent and provide access to your unit on the designated day in the month.

LANDINGS — FRONT AND BACK STAIRS

Landings, although part of the common elements, may be decorated by owners. Owners wishing to redecorate a landing should reach an agreement with the owner across the landing and submit plans to the Board. Owners who install carpet are responsible for vacuuming it. Both front and rear stairs must be kept free from obstructions at all times.

LAUNDRY ROOM

The laundry room is in the southeast corner of the D building basement. Machines, owned and maintained by a commercial company, are for the use of residents only. Should a machine fail to operate either unplug it or mark it out of order and call the number on the machines to ask for repair.

The bulletin board is for advertising items for sale or other general use. Donations to the collection of books and magazines are welcome. If you take a book, please replace it with another.

LOCKERS AND BICYCLE STORAGE

Lockers are owned by the Condominium Association and are assigned by the Managing Agent when a resident moves in. Each unit is assigned one locker. Lockers are assigned based on availability and are numbered by location. A locker must be vacated immediately when an owner or renter moves out of the building, even though the unit is retained by the owner until sold. Owners selling a unit should notify their listing agent of this locker policy, so that a prospective owner knows that a locker assigned to a previous owner will not automatically be assigned to a new owner.

The Association assumes no responsibility for the contents of a locker. For a change of locker, apply to the Managing Agent in writing. A file of requests is maintained and filled as lockers become available. A few less desirable lockers may be available for a small monthly fee on written application to the Managing Agent.

The Association maintains bicycle storage rooms in the basement air shafts. Storage is on a space-available basis. You may request a key from the Managing Agent.

PETS

Board approval must be obtained before pets may be housed in the units and pets must be leashed in the common areas.

ROOFTOP DECK

In 2017, the ABCs installed a roof top deck, along with a new roof. This major enhancement carries with it a responsibility of all residents to be considerate of your neighbors (particularly those on the 6th floor). To that end, please maintain a “quiet zone” as you ascend the stairs from the 6th floor elevator to the roof and abide by the following rules:

- **Hours: 6:00 a.m.–10:00 p.m.**
- **No cooking or grilling**
- **No smoking**
- **No personal items or furniture may be left on the roof**
- **No loud music**
- **Minors must be accompanied by an adult**
- **No pets**

In addition, please remove your trash as you leave.

TELE-ENTRY SYSTEM

Your telephone number must be keyed into the system by the Building Superintendent. The lobby phone automatically disconnects one minute after being answered. Press 9 to allow admittance.

CHAPTER TWO: BUILDING MANAGEMENT

ARCHITECTURAL PRESERVATION

The documents are explicit regarding changes in the exterior appearance of the building. Any modification, changes, additions, etcetera, to the common architectural elements, including but not limited to windows, walls, roofs, elevators and floors must receive approval by the Board of Managers prior to any such change being undertaken. A request for permission to make such a change must be submitted to the Board. Details of specific procedures, which must be followed to receive approval, can be obtained from either the Managing Agent or any Board Member. In addition, it is the Board's policy that the west and south windows be decorated only in beige, off white or other light colors.

BOARD OF MANAGERS

This is the "governing" body of the Association and is selected by the owners to act on their behalf. Meetings are held once a month (with some exceptions). Meeting dates and locations are published in the monthly meeting minutes which can be found at www.abccondo.org. The Board of Managers consists of five resident unit owners, each serving a term of two years, and that annually selects from its membership a president, vice-president, treasurer and secretary, while one member serves at large. The Board is elected at the annual meeting of the owners.

CONDOMINIUM FEES

Condo fees are assessed yearly and may be paid in 12 equal installments, payable the first of each month. If payment is not received by the 15th, a 10% penalty is levied on the 16th.

Future payments will be applied first to accrued penalties before being applied to unpaid condo fees. A lien will be placed on the unit if payment remains unpaid for 47 days after it is due. If it becomes necessary to undertake lien proceedings, all charges incurred become the responsibility of the delinquent owner.

WEBSITE

The website, www.abccondo.org, contains general building information as well as the monthly board meeting minutes and financials, and a directory of building residents. The directory and communications pages are password protected. The board can be contacted at info@abccondo.org

CHAPTER THREE: LEASING

LEASED UNITS

Owners desiring to lease a unit must submit a signed lease and the Condominium Association's Lease Addendum to the Board of Managers for Approval.

Among other items, the Addendum binds renters to all the provisions of the Declaration. For the Board to approve the lease, it must have

- (a) a duration of at least one year, and
- (b) a security deposit of \$ 500.00 (five hundred dollars) required by the addendum for the Condominium Association and a \$ 200.00 (two hundred dollars) non-refundable moving charge both of which must be submitted together with the lease and lease Addendum.

The Board will not approve a lease submitted by an owner who already has two units leased, or more than one lease per unit in any twelve (12) month period.

Failure of the Owner to receive approval for the lease by the board with payment of the corresponding security deposit and moving charge will result in an additional \$250.00 fine.

ADDENDUM TO LEASE

This Addendum to Lease dated as of the _____ day of _____, 20____ by and between _____ (Lessor) and _____ (Lessee).

WHEREAS, the Lessor and Lessee entered into a lease of even date herewith for premises described therein as Unit No. _____ in the ABC Condominium, St. Louis, Missouri (Premises);

WHEREAS, in order to comply with the rules and regulations promulgated by the Board of Managers ("Rules and Regulations") and in order to insure the compliance with the ABC Condominium Declaration of the Condominium Ownership and of Easements, Restrictions, Covenant and By-laws for ABC Condominium dated November 30, 1997, recorded in Book 142M, Page 778 in the Office of the Recorder of Deeds for the City of St. Louis, Missouri ("Declaration"), the parties hereto have executed this Addendum.

NOW, THEREFORE, in consideration of the covenants and conditions contained in the Lease and the requirements of the Declaration and the Rules and Regulations, the parties hereto agree as follows:

1. The Lessee hereby acknowledges the authority of the Declaration as well as the Rules and Regulations. The Lessee also hereby acknowledges that he or she has had the opportunity to review the Declaration and the rules and regulations and is aware that a copy thereof is available for review in the office of the Managing Agent of the ABC Condominium, and is in possession of the Informational Handbook.
2. Lessor and Lessee agree that any violation of the terms of the Declaration or the rules and regulations shall constitute a default under the Lease.
3. The Lessor hereby grants the Board of Managers the authority to act on their behalf to enforce the Declaration and rules and regulations with respect to the Lessee, and if necessary, institute eviction proceedings on behalf of the Lessor. Both the Lessor and the Lessee acknowledge that it is necessary to give the Board of Managers the right to enforce the terms of the Declaration and the Rules and Regulations through the eviction of the Lessee, in the event of any violation thereof, in order to protect the health and welfare of the residents and unit owners of the ABC Condominium.
4. If the Board of Managers becomes aware of any violation of the Declaration or rules and regulations by the Lessee, the Board of Managers may, in its sole discretion, provide the Lessor and the Lessee with written notice of such violation, and stating that unless such violation is cured within ten (10) days (unless the violation involves a hazardous condition, which shall be cured immediately) the Board of Managers may declare the Lease in default and commence eviction proceedings.

5. Both the Lessor and Lessee acknowledge that the Board of Managers shall have no obligation under the Lease to Lessee, Lessor or any other party. The Lessor and Lessee acknowledge that the Board of Managers shall have no obligation to bring any action against the Lessee for violations of the Declaration or rules and regulations, unless the Board of Managers chooses, in its sole discretion to do so, pursuant to the terms of the Declaration.
6. In the event the Board of Managers incurs any costs or expense, including attorney's fees, due to any violation of the Declaration or Rules and Regulations by the Lessee, the Lessor and the Lessee shall jointly and severally be responsible for paying all such fees and costs to the Board of Managers. Such sum shall be deemed to be a special assessment against the Premises pursuant to the terms of the Declaration including, but not limited to Article Eight (8) thereof.
7. The Lessor and Lessee hereby deposit the sum of \$500.00 with the Board of Managers in order to guarantee the performance of all obligations and conditions of the Lessee under the Lease, including but not limited to, the compliance with all terms of the Declaration and the Rules and Regulations further to protect the Association against damages done by the lessee to the Common Elements of the Buildings. In the event of any violations thereof or in the event of any damage to the common Elements, such sum may be applied towards the remedy of such violation or repair of the Common Elements. Such deposits shall be returned to the Lessor and Lessee at the end of the term of this Lease after the application of part or all of such deposit for the remedy of any violation of the terms and condition of the Lease.
8. Lessee agrees to pay to the Board of Managers upon the execution of the Lease a fee of \$200.00 as a moving charge to help defer the cost incurred by the Association in providing janitorial and building assistance.
9. Lessee and Lessor agree that no person shall reside in the unit who has not signed both the Lease and this Addendum.
10. Lessee agrees that he or she shall not sublease the unit or rent any portion of the leased premises to other parties at any time without the permission of the Board of Managers. Lessor agrees that he shall not consent to a sublease of the unit without the permission of the Board of Managers.
11. By signing this agreement, Lessor and Lessee acknowledge and warrant that a copy of the Association Declaration and By-laws, and Association Handbook has been provided by the Lessor to the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Lease as of the day and year first above written.

LESSOR

LESSEE

Receipt of Lease is hereby acknowledged this ____ day of _____, 20__

By _____
ABC CONDOMINIUM ASSOCIATION

CHAPTER FOUR: MAINTENANCE

CABLE AND SATELLITE DISHES

The building is wired for cable to each unit's rear door. To install or modify cable access within the unit, the owner must contact the cable company serving the City of St Louis. Dish service is through the appropriate provider.

CONDENSATE DRAINS

The Managing Agent requires access to your unit twice a year to clean the air conditioning condensate drains. Clogged drains cause severe damage to units below. Failure to provide access and consequent damage may render you responsible for it.

ELECTRICAL AND GAS SYSTEMS

Each unit has two electric meters and a gas meter in a basement room of its building. The Condominium Association assumes responsibility and jurisdiction over gas and electric service leading to the meters, as well as service to all common areas. Unit Owners are responsible for repairs and replacements to both systems from the meters to their unit and within their unit, including wiring, fuses, circuit breakers, conduits, fittings and fixtures.

All gas and electrical work must be performed by licensed personnel and all applicable permits must be obtained and furnished to the Board upon request. All gas and electrical work that is performed in the common elements areas must be approved by the Board prior to the start of work.

If electrical and/or gas service to other units must be interrupted for work approved by the Board, the owner must advise the Managing Agent at least one (1) business day in advance so that notification can be provided to residents.

MAILBOX NAMEPLATES

The Managing Agent will supply name plates for your mail box and your in-house box.

PLUMBING

The Declarations state that unit owners are responsible for plumbing fixtures within their units. The Association is responsible for those portions of the water service system located outside the unit. Responsibility for costs is also allocated. Unit owners are responsible for the cost of repairs to fixtures in their unit and the Association treats costs of common element repairs as a common expense. The term "required for the functioning" in the Declarations relates to the allocation of responsibility for portions of the plumbing system. The Association is responsible for getting water to the unit, not for functioning of a fixture (i.e., faucet, sink, tub, shower or appliance) itself.

The Board of Managers defines the following as common elements for which it bears

full responsibility for maintenance and repair:

- All pipes and drains in the basement, the alley and behind the east side of the building.
- All vertical pipes in the plumbing risers including hot and cold-water feed lines, hot water return lines, waste stacks and vent pipes. The common element in vertical pipes is defined as extending to the first junction between them and the horizontal systems serving the units.

To ensure the integrity of the plumbing system the Association will also assume responsibility for the maintenance of all plumbing lines, valves and traps embedded in bathroom floors or walls. Non-embedded fixture and appliance shutoff valves, supply lines and drain lines for toilets, sinks, tubs, showers, washing machines and all other fixtures and appliances are the responsibility of the unit owner.

The Board of Managers reserves the right of access to any common plumbing. Call the Managing Agent at once if a plumbing problem may be caused by a common element.

No unit owner or tenant may tie into or make any changes to common plumbing without prior Board approval which must be applied for in writing. All plumbing work must be performed by licensed personnel and all applicable permits must be obtained and furnished to the Board. Unauthorized work will be removed at unit owner's expense.

Defects caused by unauthorized plumbing work, plumbing work performed by unlicensed persons or work performed without applicable permits are the sole responsibility of the unit owner. The Condominium Association reserves the right to correct any such defects at the unit owner's expense.

Interrupting the water supply: There are no valves that shut off the water supply to individual units. If it is necessary to shut off your water, water must be shut off to the whole building. At least 24 hours' notice must be given to other residents before work can begin. The Managing Agent must be present to supervise the process because the valves must be turned very slowly to avoid damage.

If it is necessary to shut down the building hot- or cold-water supply, it is essential that you inform the Managing Agent at least one (1) business day in advance.

Failure to follow the proper shutdown procedure may make you liable for any damage to the plumbing system and/or its circulating pumps.

It is recommended but not mandatory that you use the same plumbing contractor that the Association uses for plumbing work in your unit.

REPAIR OF DAMAGE DUE TO FAILURE OF THE COMMON ELEMENTS

Board policy is as follows:

Any damage sustained by a condominium unit which the owner believes is due

to a failure of the common elements should be reported to a member of the Board of Managers immediately. A written report must be made to the Board as soon as possible, but in no case more than thirty (30) days after the date on which the damage occurred. Failure to report the damage within this time frame may result in the Board's refusal to honor the owner's claim. If unit damage occurs during an extended absence of the owner, the damage must be reported within 30 days of the owner's return.

The Board and its Managing Agent reserves the right to inspect, either in person or by a third party, all reported damage prior to repair. Refusal to permit inspection may result in rejection of the claim.

If the inspection reveals that the damage is not due to failure of the common elements, the Board will notify the owner, who will then be responsible for repairing the damage.

If the inspection reveals that the damage is due to failure of the common elements, the Board will notify the owner that the repairs will be made at the expense of the Condominium Association or its insurance carrier. Whichever organization bears the expense will perform the repair work as soon as possible at a mutually agreeable date and time.

Failure to permit the authorized repair to begin within 30 days of notification by the Board of its approval may result in rejecting the owner's claim for damages.

The Board and its Managing Agent reserve the right to inspect all repair work in progress and on completion. Failure of an owner to permit these inspections may result in the Board refusing to honor any claims related to the quality and extent of the authorized work.

The extent of any repair work performed at the expense of the Association's insurance carrier will be determined by that carrier.

The extent of any repair work performed at the expense of the Condominium Association will be limited as follows:

Plaster or plaster board walls will be restored to a paint-ready condition. Paint-ready means ready for decoration (paint, wallpaper etc.). Wall decoration and coverings are considered personal property or contents, and will not be replaced by the Condominium Association.

Wood trim and wood floors will be restored to a finish ready condition. Finish ready means ready for decoration (Paint, stain, varnish, wax, etc.). Carpeting and other floor coverings are considered personal property or contents and will not be replaced by the Condominium Association.

Stone or tile floors or walls or mirror walls will be restored to provide a smooth surface ready for replacement of stone, tile or mirrors. These items are considered personal property or contents and will not be replaced by the Condominium Association, except in the case of bathroom floors. When a

portion of a bathroom floor has been destroyed to reach an embedded pipe, the Association will assume the responsibility for retiling the whole floor (if it is necessary) with the least expensive tile available. If the owner wishes to use a more expensive tile, that person must bear the additional expense.

Personal property, unit contents, or other items designated as the responsibility of the owner by the Declarations or any Board policy will not be replaced by the Condominium Association. Such items include, but are not limited to, carpeting, cabinets, furniture, wiring, light fixtures, plumbing fixtures, etc.

These Board policies shall not supersede any rights or obligations of the carrier of the Condominium Association's insurance policy on the building.

TRASH AND RECYCLING

Household trash and garbage must be placed in bags before being put down the chute. Heavy objects and kitty litter should be double bagged. Boxes should be placed by the door to the chute in the basement. Large items and debris must not be placed in or by the dumpster. The hauling contract does not include the removal of debris. The Board occasionally rents a large container for disposal of large items.

Recycling of all recyclable plastic bottles, cans, boxes and paper (unsorted) is available in the back-stairwell room in the basement of the C building and in the trash room of the B building.

WINDOWS

Condominium unit windows are not part of the common elements. Per the Declarations, unit owners are responsible for the maintenance, repair and replacement of the windows in their unit.

The Board has a policy of reimbursing for the cladding. Application must be made to the Board with evidence of incurring the expense. Curved windows may be replaced at the owner's expense with prior Board approval (curved glass only). Storm windows and screens may be installed at owner's expense with Board approval. Responsibility for installation of any of these windows lies with the owner.

CHAPTER FIVE: SAFETY/SECURITY

INSURANCE

The Condominium Association carries insurance on the building and the common elements. You are responsible for the contents of your unit including improvements. The building itself is fire resistant but the contents of units are not. The Board strongly recommends that you carry insurance on your unit.

KEYS FOR EMERGENCY USE

The Board has installed a Key Safe to keep unit and locker keys of residents for use in an emergency. Only Board members and management have access. In addition, an owner may wish to give keys to a trusted neighbor, and inform the Board which neighbor has access. The cost of obtaining access to your unit or locker may be billed to your unit.

REAL ESTATE AGENTS

To maintain security during a real estate open house, either for agents or for prospective buyers, the lobby doors may not be left open unattended. The Tele-entry system must be used or someone must be stationed in the lobby to direct people to the unit. Outside signs may be posted only during the hours of the open house. It is the owner's responsibility to inform the agent of these requirements and to provide a copy of the documents. The owner should also inform the Board which listing agent is handling the property. The Board reserves the right to remove lock boxes left after the end of a contract or after a sale is completed.

FIRE PROTECTION

Smoke detectors are installed on front and rear landings. It is of the utmost importance that residents become familiar with the system, evacuation procedures and the location of fire extinguishers which are placed along the basement corridor and the front stairways. Alarm pulls are on the front landings, the lobbies and by the Laclede door. There is no access to the roof from the rear stairs.

In case of fire in your unit:

1. Call 911 giving your building number (4,10,14 or 20 North Kingshighway) and your floor and unit number.
2. Pull the alarm located in your front staircase and alert your neighbor.
3. Lock the door and close it before leaving your unit by way of the staircase. Only the front staircase has access to the roof.

In case the fire alarm sounds:

1. 911 must be called, and a firefighter must be the one who turns off the alarm. The Fire Marshall advises that we can lose our fire Insurance if we turn it off ourselves.
2. Before opening any door, check the door knob to see if it is hot. If it is hot, do not open it; try another door.
3. If you cannot leave your unit because of possible fire or smoke, seal off any cracks in the doors with wet towels, open windows, and wave sheets or other objects to attract attention.
4. If the staircases are filled with smoke and you must attempt to leave the building, cover your head with a towel, stay low and take short breaths until you reach safety.
5. If the staircase is not filled with smoke, walk down the stairs. Check the lobby indicator in your building to find out in which building the alarm is sounding. If it is in your building, assemble out front.

SECONDHAND SMOKE

Smoking of tobacco or any related product in the hallways, lobbies, elevators and/or another portion of the common elements of the Condominium, and within a distance of twenty feet (20') of the exterior of any building, is prohibited.

Any Owner who engages in or permits smoking within their unit shall take all reasonable steps and use all devices reasonably available to minimize the migration of second-hand smoke to another unit or the common elements.

Any second-hand smoke that enters a unit of the common elements from a unit shall be grounds for the affected owner or the Association to consider such second-hand smoke as a nuisance that shall be enforceable by the Association as a violation against nuisances in the Declaration, Article 7, Section F.

SECURITY

Exterior doors must be kept closed, never wedged open and locked at all times. If you are out of sight of the door, keep it locked. Make sure the garage door locks behind you. If a door is open and nobody is in sight, close it.

Instruct contractors and delivery personnel to secure the door when leaving.

CHAPTER SIX: REMODELING

All major renovations in an owner's unit that involve common elements such as plumbing, gas, electric or structural elements of the building must be submitted to the Board of Managers for approval of the plans prior to the start of work. A letter should accompany the plans and drawings. Contractors should provide letters of insurance and City permits. Owners are responsible for any damage to common areas, plumbing, wiring or gas lines.

The Board has adopted the following Rules.

1. **Objective.** The objective of these Rules is to provide an effective and efficient procedure for Owners to make Unit Renovations while preserving the structural integrity, systems and architectural design of the Condominium, and protecting against potential pollutants during such renovations.
2. **Scope of Renovations.** An Owner may make any additions, alterations, modifications or improvements to their Unit (as "Unit" as defined in Article Three of the Declaration) in accordance with these Rules; provided, however, an Owner must apply for and obtain prior written consent of the Board under Section 3 for the following work: (a) Renovations Affecting Structure or Systems. Any work that (1) may impair the integrity of any structural (load-bearing) component serving more than one Unit, (2) affect the plumbing, mechanical (wastewater, vent lines, gas lines), or electrical systems, (3) lessen the support of any portion of the Unit or the building, or (4) affect asbestos, lead paint, or other pollutants. (b) Relocating Boundaries. The boundaries between adjoining Units may be relocated provided that thereafter, such new Unit or Units may be re-subdivided or re-configured only into

their original boundaries. (c) Combining or Subdividing Units. Adjoining Units may be combined into a single Unit, or a combined Unit may be subdivided to the original boundaries.

3. **Review Procedures.** An Owner who intends to make any Unit Renovation described in Section 2 ("Applicant") shall comply with the following procedures:

(a) Plans. The Applicant shall submit to the Board an Application (see page 22) and copies of plans and specifications ("Plans"), including, as appropriate for the nature and extent of the proposed Renovation, the following:

- (1) Any Plans affecting structural components, which shall be sealed by a licensed engineer.
- (2) Plans showing any changes affecting mechanical, electrical or heating, cooling and ventilation systems serving other Units or the Building.
- (3) Description of any work that may encounter or disturb asbestos, lead paint or other pollutants, including a statement of the type, amount and location of each such pollutant, and the protocol of protective measures to contain such pollutants and to remove them from the Condominium property, all in accordance with federal, state and local environmental law and regulations.
- (4) Copy of any plans and application submitted to the city of St. Louis, and copy of permit issued.
- (5) Copy of contract with Applicant's general contractor and subcontractor(s), which shall include a detailed description of the scope of work.
- (6) Name and contact information for each contractor or subcontractor.
- (7) Certificate of the Owner's or general contractor's commercial general liability insurance in the amount of at least \$1 million, naming the Association as an insured or additional insured, providing that such insurance shall be primary, and that all work to be performed is covered.
- (8) Certificate of the general contractor's workers' compensation insurance in accordance with the laws of the State of Missouri.
- (9) Schedule of anticipated commencement and completion.
- (10) Such other information as the Board may reasonably request.

(b) Time Limitation. The Board shall act on said application within 30 days after receipt of a complete Application, unless the allotted time is extended for good cause. The Board may approve or reject, or approve with conditions as set forth in Section 3(c), and shall give written notice to the Applicant accordingly.

A rejection shall state the reasons, and the Applicant may make a new Application. In the event the Board fails to act within the allotted time, the Application shall be deemed approved.

(c) Conditions of Approval. The Board may impose such conditions of approval as it deems reasonable and necessary, including by way of example, (1) review of Plans by an independent architect or engineer, (2) inspection of work in progress or require the Owner to provide such inspection by a licensed architect or engineer, (3) post a performance bond to secure completion, and (4) post a deposit to secure repair or restoration of any damage to Common Elements or other Units, and to remove all debris from the Condominium.

(d) Combined Units, Relocated Boundaries. If Units are combined or boundaries relocated under Section 2, any space occupied by any original boundary walls, floor or ceiling shall be removed from the Common Elements and shall be treated as part of the new Unit, and the Allocated Interests of the new Unit shall be the same as those of the original Units. Upon completion of the work in substantial compliance with the Plans, the Board shall prepare and

record (1) an amendment to the Declaration that identifies the Units involved and any reallocation of the Allocated Interests and (2) an amendment to the Plat that depicts the altered boundaries between the adjoining Units and their dimensions and Identification Numbers. The amendments shall show the Association's consent, be signed by the Owner(s) of the affected Units, contain words of conveyance between such Owner(s), and include approval by all holders of Security Interests in the affected Units.

(e) Costs. All costs incurred by the Association in implementing these Rules, including by way of example, all professional fees and recording costs, shall be the responsibility of the Applicant. No work shall be commenced until all such costs are paid in full or provisions made for such payment. Any failure by the Applicant to pay such costs shall be enforced and collected in the same manner as unpaid assessments under Article XI of the Declaration.

4. Common Elements. No Owner shall make any alteration to the exterior portions of the Common Elements or the exterior of their Unit without first obtaining written consent of the Board. The Board shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations shall be upheld as long as made in good faith. Each Owner shall maintain, repair and replace, at their own expense, any alteration, decoration, addition, removal or change under this Section 4, whether or not approval was properly obtained under these Rules. If any such alteration, decoration, addition, removal or change becomes deteriorated or unsightly in the Board's judgment, the Board may, after notice and opportunity to be heard, require the Owner to correct the condition at the Owner's expense or exercise the Board's authority under Article Fifteen, Section B of the Declaration to correct such condition and recover the costs from the Owner.

5. Environmental Protection. Upon encountering any asbestos, lead paint, mold or other pollutant, the Owner or their contractor shall immediately obtain air sampling tests, and contain and remediate any such pollutant in strict compliance with federal, state, and local environmental law and regulations. The Owner or their contractor shall also notify the Board immediately of such instance, deliver a written report to the Board describing the pollutants and all measures taken to contain, remove and dispose of the pollutants, and obtain air sampling tests upon conclusion of all such work showing the Unit and Common Elements meet acceptable air quality standards. The Owner shall permit the Board to inspect the premises at any time.

6. Compliance with Local Government. In addition to compliance with these Rules, each Owner is responsible for compliance with all applicable ordinances, codes and regulations of the city of St. Louis, and for obtaining all required permits.

7. Fees, Damages.

(a) Application Fee. The Board may impose a reasonable application fee to recover its costs incurred in administering these Rules, including but not limited to fees charged by the Association's managing agent.

(b) Review Fee. In the event the Board deems it necessary to retain the services of an independent architect or engineer to review the Plans, the Board shall advise the Applicant of the estimated fees, and the Applicant shall be responsible for payment in advance or reimbursing the Association for such fees.

(c) Damage. Notwithstanding payment of a bond or security deposit under Section 3(c), any Owner who causes damage to the Common Elements or to another Unit shall be responsible to the full extent of such damage, and shall restore any such damaged area to its prior condition, and shall keep the Common Elements clean and free of debris due to construction activities. In the

event an Owner fails to comply with this provision, the Board may, after notice and opportunity to be heard, make such repairs and assess the Owner in which case the Board may recover such costs in the same manner as assessments, together with costs and attorney's fees, including but not limited to identification and removal of any pollutants in any unit and/or any portion of the Common Elements resulting from the Unit Renovations. Any Owner whose property is damaged by another Owner or their agents or employees has the right to any appropriate claim for relief or damages, including the remedies and procedures contained in Acts and Article Eighteen of the Declaration.

(d) Remedies. In addition to any rights and remedies of the Association contained in the Acts and Declaration, in the event an Owner fails to apply for and obtain prior approval for Unit Renovations under these Rules or proceeds with any work that requires prior approval under these Rules, the Board may issue an order to cease work until the application procedures have been satisfied, levy reasonable fines for the violation, and/or seek a Temporary Restraining Order and other injunctive relief, and money damages, and recovery of costs and attorney's fees incurred by the Association.

8. Construction of Rules. The following considerations shall guide the implementation of these Rules:

(a) Approval of Plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, specifications, or other matters subsequently or additionally submitted for approval.

(b) The Board may grant variances from compliance with any of the standards and procedures when circumstances require. A variance shall be in writing and does not preclude the Board from denying a variance in other circumstances. The inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(c) Approval of Plans shall not subject the Board or any individual member of the Board to liability for any loss or damage (including but not limited to consequential damages and attorney's fees) for (1) defects in the structural integrity or soundness of approved Renovations; (2) failure to comply with building codes and other governmental requirements; (3) ensuring that all Renovations are of comparable quality, value or size, or of similar design, or esthetically pleasing or otherwise acceptable to Owners of other Units; (4) any conditions or defects in Plans revised or approved under these Rules or arising out of the action, inaction, integrity, financial condition or quality of work of any contractor, subcontractors, employees or agents; or (5) any injury, damages or loss arising out of the manner or quality or other circumstances of an approved Renovation. In all matters, the Board and individual members of the Board shall be defended and indemnified by the Association to the extent available under Acts, Declaration and the Missouri Nonprofit Corporation Act.

Guidelines to be followed when remodeling a unit:

1. Building materials and refuse shall be brought in or out of the building via the rear or Laclede doors, not the front doors. Debris shall be removed and hauled away daily.
2. Pads must be used in the elevator. Notify the Building Superintendent at least one (1) business day in advance to have him install them. The contractor must remove and replace them on the hooks if the Building Superintendent is

unavailable, at the end of each day's work.

3. If utilities are to be turned off, the Managing Agent must be notified at least one (1) business day in advance so that residents may be notified.
4. Owners are to notify workers that doors may not be propped open unless another worker or resident is stationed in view of the door. Parking is not permitted in the drive. See the instruction sheet for contractors (page 21).

Many owners have gathered substantial information about the structural possibilities and limitations of their units that new owners should consider in planning their own remodeling. For example:

1. Inlaid mahogany sliding doors might or might not be in the wall between the living room and the dining room.
2. Many of the walls, vertical steam pipe chases and duct work that occupy significant portions of rooms can be entirely removed, but new flooring and ceiling will have to be patched in wherever the removal occurs.
3. Dryer, bathroom and range vents from two-bedroom units into the ABC canyons and fireplace chimneys from the sixth-floor units to the roof may be permitted by the Board if an owner has a lien drafted and filed that makes that unit alone responsible for maintenance and any damages caused by that opening in the building exterior.
4. In some units, pantry walls and/or the wall between the kitchen and the hallway have been removed to enlarge the kitchen.
5. The plumbing stacks permit installation of a laundry or guest bath east of the kitchen in three-bedroom units with Board approval.
6. In the bathrooms, some owners have discovered that the original ceramic wall tile is embedded directly in a concrete-like compound (rather than plaster) and that it may not be removed without damaging whatever is installed on the other side of a party wall in a neighbor's unit.

WORKROOM

A workroom and workshop with an exhaust fan is in the northeast room of the B building basement. The key to exterior doors fits the workroom.

NOTICE TO CONTRACTORS

Please follow our rules and regulations so security is maintained and our building is kept clean.

1. Do not park in alley on the east side of the building.
2. Some electricity in your unit may be controlled at fuse boxes outside your unit. *DO NOT ASSUME THAT ELECTRIC WIRING IS "DEAD" JUST BECAUSE YOU HAVE TURNED OFF ELECTRICITY AT THE FUSE BOX IN YOUR UNIT.* Check with the Managing Agent or Building Superintendent for the location of other fuse boxes.
3. Notify Management at least 24 hours in advance of turning off water, gas or electricity beyond your unit. They need time to notify other residents so they can take appropriate action.
4. Do not throw debris down the trash chute.
5. Do not throw debris out the windows.
6. Do not put debris in the ABC dumpsters.
7. Remove debris from the premises daily.
8. Do not use the Kingshighway entrances and lobbies. Use the Laclede door and backentrance when removing debris.
9. Do not prop doors open unless someone stays at the door.
10. Do not admit persons unknown to you into the building.
11. Ask the Building Superintendent to put up elevator pads and floor mats if you are taking equipment, furniture or other large objects in the elevator.
12. If you should damage stairs or elevators in any way, please notify the owner that you are working for. You and the owner are responsible for such damages.

APPLICATION FOR UNIT RENOVATION
As authorized in Unit Renovation Rules

Owner name: _____ Date: _____

Address: _____ Unit# _____

Mailing Address (if different): _____

Phone No.: Home _____ Work: _____

Email: _____

1. Describe proposed Renovation: _____

2. Anticipated date of commencement: _____ completion: _____

3. Send the following items to the Board of Managers at abcboard@abccondo.org:

(a) Plans and specifications sealed by an engineer, if any structural elements would be affected or the support of any portion of the Unit or Building would be lessened.

(b) Plans must show change to plumbing, mechanical or electrical systems of the Building.

(c) Copy of plans submitted to the city of St. Louis.

(d) Copy of permit(s) issued by the city of St. Louis.

(e) Copy of contract with general contractor(s) and subcontractor(s): names and contact information for all contractors.

(f) Copy of current certificate of insurance of contractor (or Owner if no contractor).

4. Standards and Procedures. The standards and procedures set forth in the Declaration and Unit Renovation Rules are incorporated by reference and made a part of this Application.

5. Notes and conditions. The Note and Conditions attached to this Application (see page 23) are incorporated by reference and made a part of this Application.

I/We have read the Unit Renovation Rules, and the Notes and Conditions, and certify that this Application meets all said requirements, criteria, standards and conditions.

Applicant signature(s): _____

NOTES AND CONDITIONS

1. Review of an Application from an Owner ("Applicant") with a delinquent assessments account will not be initiated, and the time limitation shall not apply, until the account is current.
2. No work on the Renovations shall commence until written approval is granted by the Board.
3. Applicant is responsible for meeting all codes and ordinances of the city of St. Louis, and for identifying any utility lines that may be affected.
4. Issuance of a permit by the city of St. Louis does not waive the requirement of prior written approval by the Association' Board of Directors.
5. Work shall be completed within the approved schedule, which may be extended in the event of strike, material shortages, or other conditions beyond Applicant's control.
6. Applicant and their contractors and employees shall not interfere with any other Unit, and shall not park any vehicle in the garage or obstruct any driveway. Any such vehicle that is improperly parked may be towed by the association, at the Applicants' expense, after reasonable effort to notify and afford an opportunity to move the vehicle.
7. Approval of this Application by the Board shall not be construed as any express or implied warranty of design, materials, workmanship, fitness, suitability or performance by the Association.
8. Applicant shall keep the Common Elements free of all debris, trash and materials. which shall be moved in sealed containers and disposed off-site and not in Association trash receptacles or left on any portion of the condominium property. Any damage to the Association's Work Room shall be fully and promptly repaired. and the Work Room shall be cleaned up after each Unit Renovation. In the event the Owner fails to comply with this provision, the Association reserves the right to take all necessary corrective measures and to recover all costs incurred.
9. If conditions of approval are made, no work may commence until all conditions have been met.
10. Applicant shall be responsible for the cost of repair of any damage to the Common Elements or any other Unit. including but not limited to identification and removal of all pollutants.
11. Work may be performed only between 9:00 a.m. and 5:00 p.m., Monday through Saturday. All exterior doors of the condominium shall be kept closed and secured at all times.
12. In the event the Board requires any additional information, the time limitation for approval or rejection of the Application will be extended until all such information is received.
13. Misrepresentation of any item in this Application orally or written, may void any approval.
14. Any deviation from approved Plan, including specifications, must be approved by the Board.
15. Any violation of the above conditions. or any conditions attached to approval of the Application, may result in imposition of a monetary penalty after notice and opportunity to be heard.

ABC CONDOMINIUM ASSOCIATION APPROVAL OF UNIT RENOVATIONS
As Authorized in Unit Renovation Rule

Date: _____

The Board of Managers of the ABC Condominium Association rules as follows on the Application of Owner for Unit Renovation of Unit # _____ dated _____

_____ The Application is APPROVED.

_____ The Application is REJECTED for the following reasons _____

_____ The Application is approved with conditions. Each of the following conditions must be satisfied prior to commencement of any work:

_____ Plans affecting structural members of the Unit or the Building, sealed by an engineer.

_____ The Plans must show any changes affecting mechanical, electrical, or heating and ventilation systems of the Building.

_____ Furnish copy of any plans and application submitted to the City of St. Louis.

_____ Furnish copy of permit issued by City of St. Louis.

_____ Furnish estimated cost of the Renovations.

_____ Furnish copy of contract with general contractor, name and contact information for each contractor and subcontractor,

_____ Furnish certificate of the general contractor commercial general liability insurance and workers compensation insurance as specified under the Rule (or Owner's liability insurance if no contractor).

_____ Furnish performance bond in the amount of \$ _____.

_____ Payment of security deposit in the amount of \$ _____.

Date of anticipated commencement _____ and completion _____.

The following additional information is required: _____

Signature of Authorized Agent: _____

CHAPTER SEVEN: ABC GARAGE CORPORATION

CORPORATE STRUCTURE

The ABC Garage is now part of the ABC Condominium. Therefore, the garage property is now part of the common elements of the Condominium.

DRIVEWAY

The ABC Condominium also owns the driveway at the rear of the buildings. An easement provides access to the parking lot above the garage, which is used by residents of the building to the east. The parking lot is exclusively for use of the tenants of the Parkway apartment building. ABC Condominium residents may not use the parking lot.

Parking in the driveway, except in designated leased spaces, is prohibited to maintain access to the parking lot and in case of an emergency.

PARKING SPACES

There are 64 parking spaces in the garage and five parking spaces in the alleyway immediately behind the building. Use of these parking spaces is regulated by parking space leases. Under the terms of an easement, use of the parking lot behind the building is restricted solely to tenants of the Parkway Apartments building on Laclede Avenue.

PARKING SPACE LEASES

Parking spaces are leased only to ABC Condominium unit owners (see page 23). The parking space leases are transferrable to the purchaser of a leaseholder's condominium unit. Parking garage tenants have 99-year transferrable leases for their space(s). Parking space leases are only transferrable to the purchaser of a garage tenant's Condominium unit. A monthly rent is charged for each parking space lease. Parking spaces may be subleased to another Condominium resident by the lease holder only. A sublease form issued by the Garage Corporation must be used for all subleases. Sublease forms are available from the managing agent (see page 32).

A sublessee may not further sublease the parking space.

LEASE OF PARKING SPACE

THIS LEASE is made this _____ day of _____, 20____, by and between the ABC Condominium, a Missouri not-for-profit corporation (the "Landlord") and _____ resident(s) of the Condominiums (collectively, the "Tenant").

1. GENERAL LEASE PROVISIONS.

Landlord hereby leases to Tenant a designated parking space located on property adjacent and ancillary to the A-B-C Condominium (the "Garage"), to be used by Tenant for the purpose of parking Tenant's automobile within said space in consideration of the rental provided for in Schedule A attached hereto and made a part hereof and subject to the terms and conditions set forth herein.

2. LEASED SPACE AND ACCESS TO LEASED SPACE.

Landlord hereby demises and leases to Tenant parking space Number _____, (the "Parking Space"), upon the terms and conditions as hereinafter set forth. Landlord hereby grants to Tenant the non-exclusive right for ingress and egress for vehicular traffic over, through and across the Garage property.

3. TERM AND TRANSFER OF LEASE.

The term of this Lease shall be ninety-nine (99) years and shall commence on the execution date hereof and terminate on 20____ unless this Lease is sooner terminated in accordance with the provisions herein. Tenant shall have the right and option to transfer, assign or sublease their interest in and to the Parking Space to any new resident of Tenant's unit in The ABC Condominium Project upon (i) the closing of any conveyance of Tenant's interest in the condominium unit that corresponds to the Parking Space to a new resident or (ii) the effective date of any lease of Tenant's condominium unit that corresponds to the Parking Space to a new resident; provided, however, that in the event any new resident under (i) or (ii) of this Section 3 does not desire and agree to such transfer, Landlord shall reacquire Tenant's interests under this Lease from Tenant for the amount of Tenant's capital deposit as set forth on Schedule A, without interest. In addition, Tenant shall have the right from time to time to sublease their interest in and to the Parking Space to another owner or resident in the ABC Condominium, provided such sublease shall expire upon the sale and transfer of Tenant's condominium unit. Any transfer of Tenant's interest in the Parking Space under (i) of this Section 3 shall be done using the form of lease assignment attached hereto as Exhibit I, and shall be effective at such time as Landlord has executed said lease assignment in evidence of its consent to such transfer. Any transfer pursuant to (ii) of this Section 3 or through a sublease to another owner or resident in the A-B-C Condominium shall be done utilizing the form of sublease attached hereto as Exhibit II and shall be effective at such time as Landlord has executed said sublease in evidence of its

consent to such transfer. Additional copies of Exhibit I and Exhibit II may be obtained from Landlord upon request. Upon any conveyance of Tenant's leasehold interest in the Parking Space pursuant to (i) of this Section 3, the rights of Tenant under this Lease shall automatically terminate as of the date of such conveyance.

4. PERMITTED USES OF THE GARAGE AND PARKING SPACE.

The Garage shall be used solely as a parking area by residents of the A-B-C Condominiums. The Parking Space shall be used only as an accommodation to Tenant for the temporary parking of their personal vehicle. No storage or permanent parking of vehicles, nor the keeping of disabled or deteriorated vehicles shall be permitted therein.

5. RELOCATION OF PARKING SPACE AND ATTENDANT PARKING.

Tenant's Parking Space shall be as designated in Section 2; provided, however, that Landlord shall expressly have the right, in its sole discretion and without the consent of Tenant, to (i) reconfigure the Garage; (ii) assign another designated parking space to Tenant; (iii) convert the Garage to attendant parking; and/or (iv) make such other changes and modifications to the Garage as Landlord deems appropriate. In the event of any change pursuant to (i), (ii), (iii) or (iv) of this Section 5, all other terms and conditions of this Lease, including the payment of rent in accordance with Schedule A, shall remain in full force and effect.

6. RENT, MAINTENANCE AND UTILITIES.

Tenant, in consideration of the leasing of the Parking Space to Tenant by Landlord, hereby covenants and agrees to pay to Landlord, subject to the terms, provisions and conditions herein set forth, without notice or demand, the rent provided in Schedule A. All payments by Tenant shall be made to Landlord, at the office of Landlord c/o Personalized Property Management, or to such other person and/or such other place as Landlord may designate from time to time in writing to Tenant. The Schedule A rent shall be due and payable on the first day of each month, in advance, as rent for the use of the Parking Space.

In the event the Tenant fails to pay Landlord any amount due under this Lease, Landlord may, after giving Tenant thirty (30) days prior written notice, suspend the parking privileges of Tenant. In the event such amounts remain unpaid thirty (30) days after the date of such notice, Landlord may immediately terminate this Lease, without modifying or affecting any of its other rights and remedies under this Lease or applicable law.

7. ALTERATION OF PARKING SPACE.

Tenant hereby acknowledges that their interest in the Parking Space is solely a right to park Tenant's personal vehicle therein. Tenant shall not alter or modify the Parking Space or the Garage in any manner. Tenant hereby covenants and agrees to pay to Landlord the cost of repairing any damage to the Parking Space or the Garage caused by misuse of the Parking Space or the Garage by Tenant and

their guests and invitees, promptly upon receipt of an invoice for the cost of any such repair.

8. COMPLIANCE WITH LAW.

Tenant shall conform its use of the Parking Space to and with all applicable laws, ordinances and codes presently in force or hereafter modified, imposed or enacted and all parking rules and regulations promulgated from time to time by Landlord.

9. DEFAULTS.

Any violation of the terms and conditions of this Lease, including without limitation, the nonpayment of rent, or the violation of parking rules and regulations promulgated by Landlord from time to time shall be grounds for termination of this Lease. Upon expiration of the term or any termination hereunder, Tenant shall immediately surrender any and all keys, access cards and/or other items and means of access issued to Tenant which relate to the Garage or the Parking Space.

10. INDEMNIFICATION.

Notwithstanding any other provision hereof, the parking of vehicles in the Parking Space or the Garage shall not create a bailment between Landlord and the owner of any vehicle parked in the Parking Space or the Garage and Landlord shall not be responsible for loss or damage occurring on or about the Parking Space or the Garage to automobiles, vehicles or accessories, or the contents thereof, caused by theft, collision, water, windstorm or any other causes whatsoever. Landlord shall not be liable for any personal injury, death, disablement or property damage sustained by any person, including without limitation by Tenant or the guests or invitees of Tenant as a result of, or in connection with, the use of the Parking Space or the Garage (other than damages caused by the willful misconduct of Landlord) and Tenant as a condition to acquiring parking privileges pursuant to this Lease agrees to indemnify, defend and save Landlord harmless from and against any and all liabilities, claims, suits, actions, damages, demands, losses, costs, expenses, settlement obligations, recoveries and deficiencies including, but not limited to, interest, penalties and attorney's fees and disbursements (even if incident to any appeals) that Landlord incurs or suffers in connection with the use of the Parking Space or the Garage, except where Landlord is guilty of willful misconduct. This Section 10 shall survive the expiration or earlier termination of this Lease.

11. NO ASSIGNMENT OR SUBLEASE BY TENANT.

Except as set forth in Section 3 hereof, Tenant shall not assign, mortgage, sublease or otherwise encumber or transfer any or all of its rights and duties under this Lease. Any attempted sublease for the use of the Parking Space or Garage or assignment, mortgage, encumbrance or transfer of this Lease in violation of the terms of this Lease shall be null and void and shall terminate Tenant's privileges to use the Parking Space and Garage.

12. ASSIGNMENT BY LANDLORD.

Landlord shall have the right to assign this Lease at any time, in Landlord's sole and absolute discretion, including without limitation, to make an assignment of this and related leases as collateral for the benefit of any lender.

13. EFFECT OF TERMINATION AND SURRENDER OF PROPERTY.

Upon termination of this lease, possession of the Parking Space, and all keys, access cards and/or other items and means of access issued to Tenant which relate to the Garage or the Parking Space shall be surrendered to the Landlord and all rights and all privileges granted herein to Tenant shall immediately terminate and be of no further effect unless otherwise provided herein.

14. SUBORDINATION OF LEASE.

Tenant acknowledges and agrees that this Lease shall be subordinate to any deeds of trust now existing or hereafter placed upon the Parking Space or the Garage, to any and all advances made or to be made under such deeds of trust, to the interests and all obligations secured by such deeds of trust and to all renewals, replacements and extensions of same.

15. ENTIRE LEASE.

This Lease represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

16. AMENDMENTS.

Landlord reserves the right to amend, modify or change the terms and conditions of this Lease, in its sole discretion, in order to clarify any ambiguity created by or existing hereunder. Tenant hereby acknowledges that this Lease is one of a number of similar and related long-term parking space leases (collectively "the Leases"). Landlord shall submit any material amendment, modification or change with respect to the terms and conditions of the Leases or the financing and security arrangements relating thereto, including without limitation, a decision to finance or refinance the Garage (which may or may not include any increased rental in connection therewith), to each of the tenants under the Leases for consideration. Such material amendment, modification or change shall be effective upon receipt of the written approval of a majority of the tenants under the Leases. All tenants under the Leases, regardless of their vote on the matter, shall be notified in writing of any material amendments, modifications or changes that are adopted in accordance with this Section and the effective date thereof. Such written notice shall be incorporated into each of the Leases and Tenant hereby agrees to thereafter be bound by any such amendment, modification or change.

17. BINDING EFFECT.

All the terms and provisions of this Lease, whether so expressed or not, shall

be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

18. NOTICES.

All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to Landlord:

ABC Condominium
c/o Sentry Management
9666 Olive Boulevard, , Suite 116
St. Louis, Missouri 63132
Attention: Robert Hill

If to Tenant:

Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, on the date of transmission with confirmed answer back if by telex, and on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

19. HEADINGS.

The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

20. SEVERABILITY.

If any part of this Lease or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

21. WAIVERS.

The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

22. SPECIFIC PERFORMANCE.

Each of the parties acknowledges that the parties will be irreparably damaged (and damages at law would be an inadequate remedy) if this Lease is not specifically enforced. Therefore, in the event of a breach or threatened breach by either party of any provision of this Lease, then the other party shall be entitled, in addition to all other rights or remedies, to injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security, to a decree for specific performance of the provisions of this Lease.

23. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

24. REMEDIES CUMULATIVE

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

25. GOVERNING LAW.

This Lease and all transactions contemplated by this lease shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Missouri without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD;
ABC Condominium

By: Its President _____

TENANT:

Condominium Unit No, _____

Parking Space No. _____

SCHEDULE A

Rental

Tenant agrees to make monthly rental payments to Landlord on the first (1st) day of each month as set forth below. Landlord shall supply Tenant with a notice of the initial monthly rental payment and thereafter any change in monthly rental at least thirty (30) days before payment is due.

Tenant hereby covenants and agrees to pay its pro rata share (based upon the total number of rented parking spaces in the Garage) of the following items as monthly rental under this Lease:

- (i) "Garage Operational Expenses", which shall include without limitation, utilities, maintenance of lighting fixtures, repaving surfaces, striping, retaining blocks, landscaping, insurance and parking attendants, if any.
- (ii) "Landlord's Reserves", which shall include without limitation, any reserves required in connection with Landlord's financing of the Garage and related improvements, as well as any and all other reserves deemed necessary by Landlord for operational and other purposes relating to the Garage.
- (iii) "Real Estate Taxes"

Tenant's monthly rental hereunder shall be subject to adjustment by Landlord, in its sole discretion, upon thirty (30) days prior written notice to Tenant.

Lease Assignment

This agreement is entered into this _____ day of _____, 20____, by and between _____ (the "Assignor") and _____ (the "Assignee").

WHEREAS, Assignor has transferred their interest in Assignor's condominium unit in the ABC Condominiums to Assignee; and

WHEREAS, Assignor to transfer their interest to Assignee in that certain Lease of Parking Space, dated _____, between Assignor and ABC Garage Corporation, a copy of which is attached hereto (the "Parking Lease").

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledgeable, the parties agree as follows:

1. Assignor does hereby assign, convey and transfer to Assignee all the Assignor's rights, title and interest in the Parking Lease, subject to all of its terms and conditions.
2. Assignee does hereby accept the above-referenced assignment, conveyance and transfer, subject to the aforementioned terms and conditions.
3. Assignee does hereby accept covenant and agree to assume, perform and faithfully discharge all liabilities and obligations of Assignor under the Parking Lease.
4. Assignor hereby warrants that, as of the date of this Assignment, he is not in default under any of the terms, provisions, covenants or conditions of the Parking Lease.

ASSIGNOR:

ASSIGNEE:

Condominium Unit No. _____ Condominium Unit No. _____

Parking Space No. _____ Parking Space No. _____

Consent and Approval of this assignment is hereby granted this _____ day of _____, 20____.

ABC Condominium

By: Its President

PARKING SPACE SUBLEASE

This Sublease is entered into this _____ day of _____, 20____,
by and between _____ (the "sublessor") and _____
_____ (the "sublessee").

WHEREAS, Sublessor desires to sublease their interest to Sublessee in that certain Lease of Parking Space, dated between Sub lessor and ABC Garage Corporation, a copy of which is attached hereto (the "Parking Lease") and such sublease is permitted under Section 3 of the Parking Lease.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration in the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

Sublessor does hereby sublease all of Sublessor's rights, title and interest in the Parking Lease to Sublessee, subject to all of its terms and conditions.

Sublessee does hereby accept the above-referenced sublease, subject to the aforementioned terms and conditions.

1. Assignee does hereby accept covenant and agree to assume, perform and faithfully discharge all liabilities and obligations of Sublessor under the Parking Lease.
2. Notwithstanding this Sublease, Sublessor shall remain primarily liable for the timely performance of all the terms and conditions of the Parking Lease, including without limitation, the discharge of rent obligations.
3. Sublessor hereby warrants that, as of the date of this Sublease, he or she is not in default under any of the terms, provisions, covenants or conditions of the Parking Lease.

Sublessor:

Sublessee:

Condominium Unit No. _____

Condominium Unit No. _____

Parking Space No. _____

Parking Space No. _____

CONSENT AND APPROVAL OF THIS SUBLEASE IS HEREBY GRANTED THIS
_____ DAY OF _____, 20_____.

ABC CONDOMINIUM

By: Its President