

801 SOUTH SKINKER BOULEVARD CORPORATION

SAINT LOUIS, MISSOURI

THE INTERVIEW PROCESS REGARDING MEMBER APPLICATION

THE FIRST STEP TOWARD BECOMING A RESIDENT OF OUR CO-OPERATIVE:

You have made an offer on a unit and a member has accepted your offer, now what?

IN PREPARATION:

Any potential new member wanting to reside in the building must obtain the approval of the Eight-O-One Corporation. Before it meets with the interviewee, the Board must be presented with certain personal and financial information in the form of:

- An autobiography of the potential member(s) and any other individuals who will be residing in the unit
- An independent credit report run on and requested by the potential member(s).
- A comprehensive financial report of assets and *liabilities* (balance sheet) of the party or parties which seek to assume the perpetual use contract and will reside in the unit. This report should be prepared or validated by an independent financial professional such as the potential member's financial advisor or CPA.
- An income statement to show all the income sources of the applicant. If the applicant relies on pension, social security or other income sources such as a trust, the Board will need to see statements for the pension or the trust.
- If a trust holding the unit is to be anything other than a living trust, the Board will want to know what the trust provides in the event of the resident's death and to whom the unit passes.

FOR DATE OF INTERVIEW:

The Board must have a minimum of 3 days after all the items are submitted before finding a mutually acceptable time at which to conduct an interview. Attendance requirements for the interview are:

- All individuals planning to live in the unit shall be present for the interview. This includes the potential new member, spouse/partner, children, any other resident(s).
- Dog(s) that will live in the unit shall be present as well.

THE RESULTS:

The Board of Directors will inform you promptly after they have made their decision. The interview process will generally take a period of one-half hour.

A NOTE ON CONFIDENTIALITY: All financial information presented to the Board is kept in confidence and is shared only with 801's attorney or financial advisors in the event that the Board finds that it wishes to more closely review any matters with its financial professionals.

PROCEDURES TO FOLLOW: ALL FRONT DESK STAFF, VENDORS, GUESTS, REALTORS, AND CLIENTS WHILE VISITING THE 801 BUILDING

ACCESS TO BUILDING - FRONT DOOR RULES

(THIS IS FOR THE SECURITY OF THE BUILDING)

VISITING GUESTS AND VENDORS:

- 1) ALL MUST SIGN IN AT THE FRONT DESK** (This includes but not limited to guests, realtors, service providers, contractors, and repairmen.)
- 2) THE OWNER HAS GIVEN PRIOR APPROVAL** (Residents hosting a meeting or social event must provide the doorman or manager a list of names of those attending, so guests do not need to sign in.)
- 3) THE FRONT DESK STAFF HAS CALLED THE OWNER FOR APPROVAL.**
OR, THE RESIDENT/OWNER/MANAGER HAS GIVEN THE FRONT DESK WRITTEN APPROVAL
OR, THE BUILDING MANAGER HAS GIVEN FRONT DESK APPROVAL.

"NO ONE" SHOULD ENTER THE BUILDING OR GO PAST THE BUILDING LOBBY WITHOUT ONE OF THE ABOVE STATED REASONS.

IF YOU HAVE QUESTIONS CONTACT: BUILDING MANAGER: **314-471-6422/WORK CELL, 24/7**

REAL ESTATE AGENTS AND THEIR CLIENTS AND VENDORS

REAL ESTATE AGENTS, THEIR CLIENTS, AND VENDORS

- 1) AGENT MUST CALL AND SCHEDULE THE SITE VISIT IN ADVANCE,**
(Agent can call the building manager at 314-471-6422 or front desk at 314-727-4812)
- 2) AGENTS MUST PROVIDE A BUSINESS CARD**
- 3) IF THE AGENT DID NOT SCHEDULE THE SITE VISIT IN ADVANCE, CHECK WITH OWNER/BUILDING MANAGER TO GET APPROVAL FOR UNIT ACCESS (THEY ARE NOT ALLOWED INTO THE ELEVATOR)**

REAL ESTATE AGENT'S CLIENT MUST WAIT IN THE LOBBY FOR THE REAL ESTATE AGENT BEFORE VIEWING ANY UNITS.

THE AGENT'S CLIENT MUST BE ACCCOMPANIED BY THE REAL ESTATE AGENT AT ALL TIMES WHEN TOURING THE BUILDING.

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**FIRST AMENDMENT TO
SECOND AMENDED AND RESTATED
BY-LAWS
OF
EIGHT-O-ONE SKINKER BOULEVARD CORPORATION
(the "Corporation")**

**AS AMENDED
JANUARY 30, 2014**

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Article 1. PRINCIPAL OFFICE

a. Principal Office, Delaware

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b. Office, St. Louis

The Corporation also shall have an office at 801 S. Skinker Blvd., St. Louis, Missouri, 63105, where its books and records shall be kept, and also may have offices at such other places as the Board of Directors may, from time to time, determine, or the business of the Corporation may require.

Article 2. MEMBERS AND MEETINGS OF MEMBERS

a. Eligibility

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b. Resident Members (Amendment of January 30, 2014)

A Resident Member is any person, persons or entity owning an outstanding and subsisting Perpetual Use Contract issued by the Corporation and under which the occupant is currently entitled to occupancy rights in the Apartment covered by such Perpetual Use Contract. Notwithstanding anything to the contrary contained herein, if any Resident Member owns Use Contracts for two or more adjacent apartments and, subject to such Resident Member's obtaining any required approvals from the Board, such Resident Member physically combines such apartments for use by such Resident Member as a single dwelling unit, such Resident Member shall have only one voting right for all of the Use Contracts for the combined adjacent apartments. If a single Use Contract is owned by multiple parties, only one voting right shall be exercisable by such parties. Occupancy requires the approval of the Board of Directors, which approval is within the Board's discretion, and is unique to the person or persons approved who are to reside or who do reside in the Apartment. In the event that the Resident Membership is held by more than one person or entity, then the signature or vote of one such person or entity on any ballot or in any voting context shall be binding on the apartment. In the event a dispute between those persons or entities on any particular issue to be voted upon comes to the attention through any reasonable means of the Board or any judges of election, then the vote of the apartment on that issue shall not be counted.

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c. Equity Members (Amendment of January 30, 2014)

An Equity Member is any person or entity of any kind that holds an outstanding and subsisting Perpetual Use Contract without occupancy rights. Equity Members shall not have the right to vote except on matters pertaining to any proposed amendment to the Certificate of Incorporation, the sale or mortgage of a part of the property of the Corporation, or the dissolution of the Corporation, and no other or further voting rights shall be accorded to Equity Members.

d. Transfer of Membership

Membership in the Corporation, whether Resident Membership or Equity Membership, may be transferred only as an incident to the transfer of a Use Contract and a Use Contract shall only be transferred by the holder thereof on the register of the Corporation in accordance with the provisions of Article 12 of these By-Laws, in person, by his duly appointed attorney-in-fact, by the personal representative of a deceased member's estate, or by the trustee(s) of a member(s)' trust, and upon exhibiting to the Corporation the Use Contract being transferred together with a properly executed assignment thereof in form satisfactory to the Corporation. In the event an entity holds the Use Contract for an apartment, the Use Contract shall be transferred in accordance with the provisions of Article 12 of these By-Laws by the duly authorized officer if the holder is a corporation, by the duly authorized general partner if the holder is a partnership, and by the duly authorized manager or member if the holder is a limited liability company. The Corporation shall be entitled to treat the registered holder of record of any Use Contract as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Use Contract on the part of any other person, whether or not it shall have express or other notice thereof. With the approval of the Board of Directors, any Equity Member may become a Resident Member; and conversely, a Resident Member may be changed to an Equity Member by direction of the Board of Directors in case of a breach by such Resident Member of any of the covenants and agreements contained in the Use Contract held by such Member.

e. Annual Meeting

The Annual Meeting ("Annual Meeting") of the members of this Corporation for the election of Directors and the transaction of such other business as may properly come before such meeting shall be held on the second Tuesday of October in each year, at 5:00 P.M. (if not a legal holiday, and if a legal holiday then on the next succeeding day which is not a legal holiday), or, for good cause on such other date later in October, and/or a different time of day, as the Board may determine, from year to year, upon giving at least two weeks notice to all Resident and Equity Members. At least twenty-four (24) hours prior to each scheduled Annual Meeting, the Board of Directors shall cause to be posted in a conspicuous place in the Building a summary of the agenda items to be addressed at such Annual Meeting.

At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall take the roll and certify a statement listing all members present in

person or by proxy at such meeting, and the number of votes of each in the event of multiple ownership, and the total percentage of votes represented at the meeting.

f. Special Meetings

A special meeting of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called at any time by the President, and shall be called by the President or Secretary at the written request of a majority of the Board of Directors, or at the written request of fifteen (15) or more Resident Members, which request shall state the purpose or purposes of the proposed meeting. The business transacted at any special meeting shall be confined to the purposes stated in the notice of the meeting.

g. Place of Meetings

Annual and special meetings of the members shall be held at 801 South Skinker Boulevard, St. Louis, Missouri, or at such other place as a majority of the Resident Members may agree.

h. Notice

Written or printed notice of each meeting of members, stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote thereat at least ten (10) days before the meeting, (except as otherwise specifically set forth in these By-Laws); and due notice also shall be given by publication in the case of any annual or special meeting if such published notice is required by the laws of the State of Delaware. See Article 4 regarding method of notice.

i. Adjourned Meetings

Any meeting of the members may be adjourned from time to time until its business is completed, and the members present at any meeting or any adjourned meeting, though less than a quorum, may adjourn from time to time to a specified date without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

j. Quorum

At every meeting of the members of the Corporation, one-third (1/3) of the registered members of record, entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum, except as otherwise provided by the laws of the State of Delaware then in effect, the Certificate of Incorporation, or these By-Laws. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by proxy shall decide any question brought before the meeting, unless the question is one which by express provision of the Statutes, the Certificate of

Incorporation, or these By-Laws, requires a different vote, in which case such express provisions shall govern and control the decision of such question.

k. Proxies

At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member. A proxy shall be valid for no more than twelve (12) months after the date that it was granted.

l. Waiver of Meeting and Vote

Whenever the vote of members at a meeting thereof is required or permitted to be taken in connection with any corporate action, by any provisions of the laws of the State of Delaware, or of the Certificate of Incorporation, or of these By-Laws, the meeting and vote of members may be dispensed with, if all of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken.

m. Member List

At least ten (10) days before each election of Directors, a complete list of members entitled to vote at such election, arranged in alphabetical order, and reflecting the residence of each, shall be prepared by the Secretary. During that ten (10) day period, that list shall be open for examination by any member, at the place where the election is to be held and shall be produced and kept at the time and place of election during the whole time thereof, and may be inspected by any member who is present. In any case, at all times the Secretary shall maintain an accurate membership list and make it available to any member upon request.

n. Corporation Does Not Have Vote

Notwithstanding anything herein to the contrary, the Corporation shall not be entitled to cast the votes allocated to any apartment owned by it during the period of its ownership.

Article 3. DIRECTORS

a. Number, Term and Qualification

The number of Directors, which shall constitute the whole Board, shall be seven (7). Each Director shall serve for the first to occur of (i) three years, or (ii) until his or her successor is duly elected and qualified. The Directors shall be divided into three classes, as follows:

Class I which shall consist of two (2) persons to be elected at the October 2007 Annual Meeting and every three (3) years thereafter; and

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Article 1. PRINCIPAL OFFICE

a. Principal Office, Delaware

The principal office in the State of Delaware shall be located at 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware, 19801, and the name of the registered agent in charge thereof is The Corporation Trust Company.

b. Office, St. Louis

The Corporation also shall have an office at 801 S. Skinker Blvd., St. Louis, Missouri, 63105, where its books and records shall be kept, and also may have offices at such other places as the Board of Directors may, from time to time, determine, or the business of the Corporation may require.

Article 2. MEMBERS AND MEETINGS OF MEMBERS

a. Eligibility

The members of the Corporation shall consist of the current owners of the outstanding and subsisting Perpetual Use Contracts (hereinafter collectively referred to as the "Use Contracts", and singly as a "Use Contract") for each apartment in the building known and numbered 801 S. Skinker Blvd., St. Louis, Missouri 63105 (the "Building") owned by the Corporation. The owners of the current Use Contracts may be either "Resident Members" or "Equity Members" as such terms are defined below.

b. Resident Members (Amendment of January 30, 2014)

A Resident Member is any person, persons or entity owning an outstanding and subsisting Perpetual Use Contract issued by the Corporation and under which the occupant is currently entitled to occupancy rights in the Apartment covered by such Perpetual Use Contract. Notwithstanding anything to the contrary contained herein, if any Resident Member owns Use Contracts for two or more adjacent apartments and, subject to such Resident Member's obtaining any required approvals from the Board, such Resident Member physically combines such apartments for use by such Resident Member as a single dwelling unit, such Resident Member shall have only one voting right for all of the Use Contracts for the combined adjacent apartments. If a single Use Contract is owned by multiple parties, only one voting right shall be exercisable by such parties. Occupancy requires the approval of the Board of Directors, which approval is within the Board's discretion, and is unique to the person or persons approved who are to reside or who do reside in the Apartment. In the event that the Resident Membership is held by more than one person or entity, then the signature or vote of one such person or entity on any ballot or in any voting context shall be binding on the apartment. In the event a dispute between those persons or entities on any particular issue to be voted upon comes to the attention through any reasonable means of the Board or any judges of election, then the vote of the apartment on that issue shall not be counted.

c. Equity Members (Amendment of January 30, 2014)

An Equity Member is any person or entity of any kind that holds an outstanding and subsisting Perpetual Use Contract without occupancy rights. Equity Members shall not have the right to vote except on matters pertaining to any proposed amendment to the Certificate of Incorporation, the sale or mortgage of a part of the property of the Corporation, or the dissolution of the Corporation, and no other or further voting rights shall be accorded to Equity Members.

d. Transfer of Membership

Membership in the Corporation, whether Resident Membership or Equity Membership, may be transferred only as an incident to the transfer of a Use Contract and a Use Contract shall only be transferred by the holder thereof on the register of the Corporation in accordance with the provisions of Article 12 of these By-Laws, in person, by his duly appointed attorney-in-fact, by the personal representative of a deceased member's estate, or by the trustee(s) of a member(s)' trust, and upon exhibiting to the Corporation the Use Contract being transferred together with a properly executed assignment thereof in form satisfactory to the Corporation. In the event an entity holds the Use Contract for an apartment, the Use Contract shall be transferred in accordance with the provisions of Article 12 of these By-Laws by the duly authorized officer if the holder is a corporation, by the duly authorized general partner if the holder is a partnership, and by the duly authorized manager or member if the holder is a limited liability company. The Corporation shall be entitled to treat the registered holder of record of any Use Contract as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Use Contract on the part of any other person, whether or not it shall have express or other notice thereof. With the approval of the Board of Directors, any Equity Member may become a Resident Member; and conversely, a Resident Member may be changed to an Equity Member by direction of the Board of Directors in case of a breach by such Resident Member of any of the covenants and agreements contained in the Use Contract held by such Member.

e. Annual Meeting

The Annual Meeting ("Annual Meeting") of the members of this Corporation for the election of Directors and the transaction of such other business as may properly come before such meeting shall be held on the second Tuesday of October in each year, at 5:00 P.M. (if not a legal holiday, and if a legal holiday then on the next succeeding day which is not a legal holiday), or, for good cause on such other date later in October, and/or a different time of day, as the Board may determine, from year to year, upon giving at least two weeks notice to all Resident and Equity Members. At least twenty-four (24) hours prior to each scheduled Annual Meeting, the Board of Directors shall cause to be posted in a conspicuous place in the Building a summary of the agenda items to be addressed at such Annual Meeting.

At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall take the roll and certify a statement listing all members present in

person or by proxy at such meeting, and the number of votes of each in the event of multiple ownership, and the total percentage of votes represented at the meeting.

f. Special Meetings

A special meeting of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called at any time by the President, and shall be called by the President or Secretary at the written request of a majority of the Board of Directors, or at the written request of fifteen (15) or more Resident Members, which request shall state the purpose or purposes of the proposed meeting. The business transacted at any special meeting shall be confined to the purposes stated in the notice of the meeting.

g. Place of Meetings

Annual and special meetings of the members shall be held at 801 South Skinker Boulevard, St. Louis, Missouri, or at such other place as a majority of the Resident Members may agree.

h. Notice

Written or printed notice of each meeting of members, stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote thereat at least ten (10) days before the meeting, (except as otherwise specifically set forth in these By-Laws); and due notice also shall be given by publication in the case of any annual or special meeting if such published notice is required by the laws of the State of Delaware. See Article 4 regarding method of notice.

i. Adjourned Meetings

Any meeting of the members may be adjourned from time to time until its business is completed, and the members present at any meeting or any adjourned meeting, though less than a quorum, may adjourn from time to time to a specified date without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

j. Quorum

At every meeting of the members of the Corporation, one-third (1/3) of the registered members of record, entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum, except as otherwise provided by the laws of the State of Delaware then in effect, the Certificate of Incorporation, or these By-Laws. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by proxy shall decide any question brought before the meeting, unless the question is one which by express provision of the Statutes, the Certificate of

Incorporation, or these By-Laws, requires a different vote, in which case such express provisions shall govern and control the decision of such question.

k. Proxies

At any meeting of the members, every member having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such member. A proxy shall be valid for no more than twelve (12) months after the date that it was granted.

l. Waiver of Meeting and Vote

Whenever the vote of members at a meeting thereof is required or permitted to be taken in connection with any corporate action, by any provisions of the laws of the State of Delaware, or of the Certificate of Incorporation, or of these By-Laws, the meeting and vote of members may be dispensed with, if all of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken.

m. Member List

At least ten (10) days before each election of Directors, a complete list of members entitled to vote at such election, arranged in alphabetical order, and reflecting the residence of each, shall be prepared by the Secretary. During that ten (10) day period, that list shall be open for examination by any member, at the place where the election is to be held and shall be produced and kept at the time and place of election during the whole time thereof, and may be inspected by any member who is present. In any case, at all times the Secretary shall maintain an accurate membership list and make it available to any member upon request.

n. Corporation Does Not Have Vote

Notwithstanding anything herein to the contrary, the Corporation shall not be entitled to cast the votes allocated to any apartment owned by it during the period of its ownership.

Article 3. DIRECTORS

a. Number, Term and Qualification

The number of Directors, which shall constitute the whole Board, shall be seven (7). Each Director shall serve for the first to occur of (i) three years, or (ii) until his or her successor is duly elected and qualified. The Directors shall be divided into three classes, as follows:

Class I which shall consist of two (2) persons to be elected at the October 2007 Annual Meeting and every three (3) years thereafter; and

EVENTS.

THE AGENT MUST CHECK WITH THE FRONT DESK BEFORE TOURING THE ROOFTOP, IN CASE OF SCHEDULED

BUILDING.

THE AGENT'S CLIENT MUST BE ACCOMPANIED BY THE REAL ESTATE AGENT AT ALL TIMES WHEN TOURING THE

UNITS.

REAL ESTATE AGENT'S CLIENT MUST WAIT IN THE LOBBY FOR THE REAL ESTATE AGENT BEFORE VIEWING ANY

MANAGER TO GET APPROVAL FOR UNIT ACCESS (THEY ARE NOT ALLOWED INTO THE ELEVATOR)

3) IF THE AGENT DID NOT SCHEDULE THE SITE VISIT IN ADVANCE, CHECK WITH OWNER/BUILDING

2)

AGENTS MUST PROVIDE A BUSINESS CARD

(Agent can call the building manager at 314-471-6422 or front desk at 314-727-4812)

1) AGENT MUST CALL AND SCHEDULE THE SITE VISIT IN ADVANCE,

REAL ESTATE AGENTS, THEIR CLIENTS, AND VENDORS

REAL ESTATE AGENTS AND THEIR CLIENTS AND VENDORS

IF YOU HAVE QUESTIONS CONTACT: BUILDING MANAGER: 314-471-6422/WORK CELL, 24/7

STATED REASONS.

"NO ONE" SHOULD ENTER THE BUILDING OR GO PAST THE BUILDING LOBBY WITHOUT ONE OF THE ABOVE

OR, THE BUILDING MANAGER HAS GIVEN FRONT DESK APPROVAL.

OR, THE RESIDENT/OWNER/MANAGER HAS GIVEN THE FRONT DESK WRITTEN APPROVAL

3) THE FRONT DESK STAFF HAS CALLED THE OWNER FOR APPROVAL.

to sign in.

provide the doorman or manager a list of names of those attending, so guests do not need

2) THE OWNER HAS GIVEN PRIOR APPROVAL (Residents hosting a meeting or social event must

provide, contractors, and repairmen.)

1) ALL MUST SIGN IN AT THE FRONT DESK (This includes but not limited to guests, realtors, service

VISITING GUESTS AND VENDORS:

(THIS IS FOR THE SECURITY OF THE BUILDING)

ACCESS TO BUILDING - FRONT DOOR RULES

WHILE VISITING THE 801 BUILDING

PROCEDURES TO FOLLOW: ALL FRONT DESK STAFF, VENDORS, GUESTS, REALTORS, AND CLIENTS

JANUARY 30, 2014
AS AMENDED

(the "Corporation")
EIGHT-O-ONE SKINNER BOULEVARD CORPORATION
SECOND AMENDED AND RESTATED
BY-LAWS
OF
FIRST AMENDMENT TO

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election, then the vote of the apartment on that issue shall not be counted. Comes to the attention through any reasonable means of the Board or any judges of event a dispute between those persons or entities on any particular issue to be voted upon entity on any ballot or in any voting context shall be binding on the apartment held by more than one person or entity, then the signature or vote of one such person or reside or who do reside in the Apartment. In the event that the Resident Membership is within the Board's discretion, and is unique to the person or persons approved who are to parties. Occupancy requires the approval of the Board of Directors, which approval is Contract is owned by multiple parties, only one voting right shall be exercisable by such right for all of the Use Contracts for the combined adjacent apartments. If a single Use Member as a single dwelling unit, such Resident Member shall have only one voting such Resident Member physically combines such apartments for use by such Resident subject to such Resident Member's obtained approvals from the Board, any Resident Member owns Use Contracts for two or more adjacent apartments and, Perpetual Use Contract. Notwithstanding anything to the contrary contained herein, if occupant is currently entitled to occupancy rights in the Apartment covered by such subsisting Perpetual Use Contract issued by the Corporation and under which the A Resident Member is any person, persons or entity owning an outstanding and

b. Resident Members (Amendment of January 30, 2014)

"Resident Members" or "Equity Members" as such terms are defined below. The owners of the current Use Contracts may be either owned by the Corporation. The owners of the current Use Contracts known and numbered 801 S. Skinner Blvd, St. Louis, Missouri 63105 (the "Building") the "Use Contracts", and singly as a "Use Contract" for each apartment in the building outstanding and subsisting Perpetual Use Contracts (hereinafter collectively referred to as The members of the Corporation shall consist of the current owners of the

a. Eligibility

Article 2. MEMBERS AND MEETINGS OF MEMBERS

The Corporation also shall have an office at 801 S. Skinner Blvd, St. Louis, Missouri, 63105, where its books and records shall be kept, and also have offices at such other places as the Board of Directors may, from time to time, determine, or the business of the Corporation may require.

The principal office in the State of Delaware shall be located at 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware, 19801, and the name of the registered agent in charge thereof is The Corporation Trust Company.

a. Principal Office, Delaware

Article 1. PRINCIPAL OFFICE

At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall take the roll and certify a statement listing all members present in such Annual Meeting.

in a conspicuous place in the Building a summary of the agenda items to be addressed at prior to each scheduled Annual Meeting, the Board of Directors shall cause to be posted two weeks notice to all Resident and Equity Members. At least twenty-four (24) hours prior to each Annual Meeting, the Board of Directors shall cause to be posted a different time of day, as the Board may determine, from year to year, upon giving at least two weeks notice to all Resident and Equity Members. At least twenty-four (24) hours is not a legal holiday), or, for good cause on such other date in October, and/or a P.M. (if not a legal holiday, and if a legal holiday then on the next succeeding day which before such meeting shall be held on the second Tuesday of October in each year, at 5:00 PM. (if not a legal holiday, and if a legal holiday then on the next succeeding day which the election of Directors and the transaction of such other business as may properly come The Annual Meeting ("Annual Meeting") of the members of this Corporation for

e. Annual Meeting

of the covenants and agreements contained in the Use Contract held by such Member. With the approvals of the Board of Directors, any Equity Member may become a Resident Member, and conversely, a Resident Member may be changed to an Equity Member by direction of the Board of Directors in case of a breach by such Resident Member of any part of any other person, whether or not it shall have express or other notice thereof. bound to recognize any equitable or other claim to or interest in such Use Contract on the record of any Use Contract as the holder in fact thereof, and, accordingly, shall not be liability company. The Corporation shall be entitled to treat the registered holder of partnership, and by the duly authorized manager or member if the holder is a limited holder is a corporation, by the duly authorized general partner if the holder is a partnership with the provisions of Article 12 of these By-Laws by the duly authorized officer if the Use Contract for an apartment, the Use Contract shall be transferred in accordance with the provisions of Article 12 of these By-Laws, in person, in the event an entity holds assignment thereto in form satisfactory to the Corporation. In the event an entity holds Corporation the Use Contract being transferred together with a property executed members estate, or by the trustee(s) of a member(s) trust, and upon exhibiting to the by his duly appointed attorney-in-fact, by the personal representative of a deceased Corporation in accordance with the provisions of Article 12 of these By-Laws, in person, a Use Contract shall only be transferred by the holder thereof on the register of the Membership, may be transferred only as an incident to the transfer of a Use Contract and Membership in the Corporation, whether Resident Membership or Equity

d. Transfer of Membership

shall be accorded to Equity Members. Corporation, or the dissolution of the Corporation, and no other or further voting rights Certificate of Incorporation, the sale or mortgage of a part of the property of the not have the right to vote except on matters pertaining to any proposed amendment to the and subsisting Perpetual Use Contract without occupancy rights. Equity Members shall An Equity Member is any person or entity of any kind that holds an outstanding

c. Equity Members (Amendment of January 30, 2014)

At every meeting of the members of the Corporation, one-third ($\frac{1}{3}$) of the registered members of record, entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum, except as otherwise provided by the laws of the State of Delaware then in effect, the Certificate of Incorporation, or these By-Laws. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by proxy shall decide any question brought before the meeting, unless the question is one which by express provision of the Statutes, the Certificate of

шплонд

Any meeting of the members may be adjourned from time to time until its business is completed, and the members present at any meeting or any adjourned meeting, though less than a quorum, may adjourn from time to time to a specified date without notice other than announcement at the meeting, until a quorum shall be present or throughout notice than an announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Adjourned Meetings

Written or printed notice of each meeting of members, stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at least ten days before the meeting, (except as otherwise specifically set forth in these By-Laws); and due notice also shall be given by publication in the case of any annual or special meeting if such published notice is required by the laws of the State of Delaware.

Note b.

Annual and special meetings of the members shall be held at 801 South Skinner Boulevard, St. Louis, Missouri, or at such other place as a majority of the Resident Members may agree.

Place of Meetings.

A special meeting of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called at any time by the President, and shall be called by the President or Secretary at the written request of a majority of the Board of Directors, or at the written request of fifteen (15) or more resident members, which request shall state the purpose or purposes of the proposed meeting. The business transacted at any special meeting shall be confined to the purposes stated in the notice of the meeting.

Special Meetings

person or by proxy at such meeting, and the number of votes of each in the event of multiple ownership, and the total percentage of votes represented at the meeting.

2007 Annual Meeting and every three (3) years thereafter; and
 Class I which shall consist of two (2) persons to be elected at the October
 classes, as follows:

The number of Directors, which shall constitute the whole Board, shall be seven
 (7). Each Director shall serve for the first to occur of (i) three years, or (ii) until his or
 her successor is duly elected and qualified. The Directors shall be divided into three

a. Number, Term and Qualification

Article 3. DIRECTORS

Notwithstanding anything herein to the contrary, the Corporation shall not be
 entitled to cast the votes allocated to any apartment owned by it during the period of its
 ownership.

b. Corporation Does Not Have Vote

At least ten (10) days before each election of Directors, a complete list of
 members entitled to vote at such election, arranged in alphabetical order, and reflecting
 the residence of each, shall be prepared by the Secretary. During that ten (10) day period,
 that list shall be open for examination by any member, at the place where the election is
 to be held and shall be produced and kept at the time and place of election during the
 whole time thereof, and may be inspected by any member who is present. In any case, at
 all times the Secretary shall maintain an accurate membership list and make it available
 to any member upon request.

c. Member List

Whenever the vote of members at a meeting hereof is required or permitted to be
 taken in connection with any corporate action, by any provisions of the laws of the State
 of Delaware, or of the Certificate of Incorporation, or of these By-Laws, the meeting and
 vote of members may be dispensed with, if all of the members who would have been
 entitled to vote upon the action if such meeting were held, shall consent in writing to such
 corporate action being taken.

d. Waiver of Meeting and Vote

At any meeting of the members, every member having the right to vote shall be
 entitled to vote in person, or by proxy appointed by an instrument subscribed
 by such member. A proxy shall be valid for no more than twelve (12) months after the
 date that it was granted.

e. Proxies

Incorporation, or these By-Laws, requires a different vote, in which case such express
 provisions shall govern and control the decision of such question.

professionals.

that the Board finds that it wishes to more closely review any matters with its financial in confidence and is shared only with 801's attorney or financial advisors in the event

A NOTE ON CONFIDENTIALITY: All financial information presented to the Board is kept

The interview process will generally take a period of one-half hour.
The Board of Directors will inform you promptly after they have made their decision.

THE RESULTS:

- Dog(s) that will live in the unit shall be present as well.
- resident(s).
- includes the potential new member, spouse/partner, children, any other individuals planning to live in the unit shall be present for the interview. This requires finding a mutually acceptable time at which to conduct an interview. Attendance is required for the interview are:
- All individuals planning to live in the unit must have a minimum of 3 days after all the items are submitted before

FOR DATE OF INTERVIEW:

- want to know what the trust provides in the event of the resident's death and to whom the unit passes.
- If a trust holding the unit is to be anything other than a living trust, the Board will trust, the Board will need to see statements for the pension or the trust.
- An income statement to show all the income sources of the applicant. If the applicant relies on pension, social security or other income sources such as a financial professional such as the potential members' financial advisor or CPA.
- In the unit. This report should be prepared or validated by an independent party or parties which seek to assume the perpetual use contract and will reside in the unit.
- A comprehensive financial report of assets and liabilities (balance sheet) of the Any potential credit report run on and requested by the potential member(s).
- An independent credit report run on and requested by the potential member(s).
- An autobiography of the potential member(s) and any other individuals who will be residing in the unit.
- An autobiography of the potential member(s) and any other individuals who will be presented with certain personal and financial information in the form of a be presented with the Eight-O-One Corporation. Before it meets with the interviewee, the Board must of the Eight-O-One Corporation.

IN PREPARATION:

You have made an offer on a unit and a member has accepted your offer, now what?

THE FIRST STEP TOWARD BECOMING A RESIDENT OF OUR CO-OPRATIVE:

THE INTERVIEW PROCESS REGARDING MEMBER APPLICATION

SAINT LOUIS, MISSOURI

801 SOUTH SKINKER BOULEVARD CORPORATION

- c. Nominations; Election**
- If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors then in office, though less than a quorum, may fill such vacancy.
- The person so chosen shall hold office as a Director until the next Annual Meeting and until his successor shall be duly elected and qualified. At such next Annual Meeting, in addition to the election of Directors otherwise to be held, if appropriate, there also shall be an election to fill the then unexpired term of the Director whose vacancy temporarily was filled by the Board.
- For each year, the election of Directors shall be conducted in accordance with the following:
- i. The Board shall select three (3) Resident Members to serve on the Nominating Committee by August 10th. The purpose and duty of the Nominating Committee is to create a slate of candidates who in the opinion of such committee are best qualified to serve as Directors and who have agreed to serve. The Board shall ask Resident Members to submit in writing to the Board, by August 24th, the names of persons to be considered by the Nominating Committee for possible election to the Board. This list will be given to the Nominating Committee.
 - ii. Not later than September 7th of each year the Nominating Committee shall present to the Board a slate of candidates equal in number to the number of open positions on the Board. This slate shall be disclosed to Resident Members not later than September 10th of such year.
 - iii. Any combination of at least ten (10) Resident Members, by a duly signed request delivered to the Board not later than September 17th, may require the addition of one person to stand for election to the Board; provided that no Resident Member may sign more than two or more such requests with respect to any election for two or more Directors.
 - iv. The Secretary shall prepare an official ballot ("Ballot") setting forth in alphabetical order the names submitted by the Nominating Committee and after that in alphabetical order any other names submitted by the process described in paragraph (c) above.

b. Filling Vacancies

- Class II which shall consist of three (3) persons to be elected at the October 2008 Annual Meeting and every three (3) years thereafter; Class III which shall consist of two (2) persons to be elected at the October 2009 Annual Meeting and every three (3) years thereafter;
- Class II which shall consist of three (3) persons to be elected at the October 2008 Annual Meeting and every three (3) years thereafter; and

vii. The Ballot shall be delivered to every Resident Member not later than September 20. Resident Members may write-in the names of Resident Members whose names do not appear on the Ballot.

At all meetings of the Board, a majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. Except as otherwise may be provided by the laws of the State of Delaware, the Use Contract, the Certificate of Incorporation, or by these By-Laws, the act of the majority of Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors, provided, however, that in the event that such majority is fewer than three (3) Directors, such action of such majority shall not constitute the act of the Board. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than the announcement made at the meeting.

until a quorum shall be present.

- c. Quorum
- iv. Any Director may waive, in writing, notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.
 - iii. Directors may attend any Board meeting by telephone provided that such Directors shall bear any and all costs of such call.
 - ii. Special meetings of the Board may be called by the President on at least three (3) days' prior notice to each Director. Alternatively, upon written request by any two Board members, the Secretary shall call such a special meeting of the Board.
 - i. All meetings of the Board shall be kept at the office of the Corporation in St. Louis, Missouri. Immediately following the Annual Meeting, the first meeting of each newly elected Board of Directors shall be held for the purpose of organizing and transaction of business, if a quorum is present. No further notice of such organizational meeting shall be necessary.

- e. Meetings
- iv. Any Director who lists his or her apartment or apartments for otherwise offers his or her apartment or apartments for sale (such that upon the sale of the last of such apartments, if more than one, he or she will no longer own any interest in an apartment in the Building), then upon such listing or offer, without further action by the Resident Members of the Board, automatically removed as a Director, without further action by the Resident Members of the Board of Directors.
 - iii. Any Director that misses three consecutive meetings shall be automatically removed as a Director, without further action by the Resident Members of the Board of Directors.

- i. The property and businesses of the Corporation shall be controlled and managed by its Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by the laws of the State of Delaware, the Certificate of Incorporation, the Use Contract, or these By-Laws directed or required to be exercised or done by the members.
- ii. All of the powers and duties of the Corporation shall be exercised by the Board, including those existing under the common law, applicable statutes, the Use Contract, the Certificate of Incorporation, and these By-Laws, as they may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Certificate of Incorporation, the Use Contract, and these By-Laws and shall include, but not be limited to, the following:
1. To elect the officers of the Board.
2. To prepare and provide to members annually a report containing at least the following:
- a. A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board,
 - b. A statement of the financial condition of the Corporation for the last fiscal year,
 - c. A statement of the status of any pending suits or judgments to which the Corporation is a party,
 - d. A statement of the insurance coverage provided by the Corporation,
 - e. A statement of any unpaid assessments due and payable to the Corporation.
3. To adopt and amend budgets and to determine, establish, and collect assessments against members to pay the common expenses, monthly assessments and special assessments of the Corporation, and any other amounts authorized under the Use Contracts.
4. To use the proceeds of assessments in the exercise of its powers and duties.
5. To maintain, repair, replace and operate the Building and the common areas thereof.

6. To restore, replace and/or repair a member's apartment which has been damaged due to the failure of common elements of the Building.
7. To establish and amend from time to time rules and regulations which may include therein reasonable penalties for infraction of such rules and regulations (hereinafter, "Rules and Regulations" or "House Rules").
8. To enforce the provisions of the Use Contracts, these By-Laws and the House Rules.
9. To obtain and maintain insurance.
10. To contract for management of the Corporation and to delegate to such Manager such powers and duties as the Board shall determine, except such as are specifically required by these By-Laws, the Use Contract, or applicable law to be done or performed by the Board or the members; provided that no such contract shall be entered into for a period exceeding one (1) year and shall provide, at a minimum, that it shall be terminable by the Corporation, for cause, upon thirty (30) days prior written notice.
11. To employ personnel for reasonable compensation to perform the services required for proper administration of the Corporation and administration of the Corporation and for the proper care and maintenance of the Building required to be maintained by the Corporation.
12. To provide for the payment of all expenses related to the parts that are the responsibility of the individual members.
13. To contract for such services for the Corporation as the Board deems necessary or desirable.
14. To conduct needed litigation. All costs and expenses incurred in connection with any such action or lawsuit, including settlement thereof, not paid by the opposing party or parties, shall be an expense of the Corporation.
15. To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.
16. To perform such acts as delegated to the Corporation or Board by applicable statutes, the Use Contract and/or these By-Laws, and to perform such other acts as may be incident to or necessary in the performance of the foregoing.

17. To borrow money on such terms deemed reasonable by the Board for the repair, replacement, maintenance and reconstruction of the Building and to levy assessments, whether monthly or special, for such repair, replacement, maintenance and reconstruction. To sell apartments in accordance with the terms set forth in the Use Contracts and these By-Laws in connection with the termination by the Corporation of any Use Contracts in the exercise of the Corporation's rights under the Use Contracts and the time to time owned by the Corporation.
18. To grant leases, licenses and concessions and utility easements through and over the common areas of the Building and the property of the Corporation.
19. To impose and collect reasonable charges, including attorney fees, for assessments that are in arrears.
20. To provide for indemnification of the Corporation's officers and directors and to maintain officers' and directors' liability insurance.
21. To assess, after notice and an opportunity to be heard, and levy, reasonable fines for violations of the Use Contract, these By-Laws, and/or the House Rules.
22. To keep financial records sufficiently detailed to enable the Corporation to comply with applicable statutes.
- iii. The Board shall enter into contracts to effect improvements to the Building, including without limitation, public spaces and common areas of the interior, exterior and grounds of the Building.
1. Board action on any expenditure in excess of \$50,000, other than the ordinary and routine maintenance of emergency repair or other emergency action, shall require a ten (10) day notice of such decision to all Resident Members unless such expenditure is part of a plan already approved by the majority of the Resident Members who are Resident Members petition the Board for such approval.
2. If a majority of Resident Members eligible to vote votes to approve such improvements in any plan then the Board shall implement such plan and shall not enter into any contract which conflicts with such plan.

The Board of Directors at its first meeting after each Annual Meeting of the members shall elect the officers. Each officer shall be selected from the Board of Directors.

b. Election

The officers of the Corporation shall be chosen by the Directors and shall be a President, a Vice-President, a Secretary and a Treasurer. The Board may also elect additional vice-presidents, and one or more assistant secretaries and assistant treasurers.

Number and How Chosen

Article 5.

Whenever any notice is required to be given under the provisions of applicable law, the Certificate of Incorporation, or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

b. **Waiver of Notice**

a. Time and Method of Giving Notices

Article 4. NOTICES

Directors, as such, shall not receive any compensation for their services as Directors. No Director shall receive compensation from the Corporation for any services rendered to or for the Corporation. Companies in which a Director has a significant ownership interest shall also be excluded from receiving such compensation, as shall companies controlled by any Director's family members within two degrees of separation.

Compensation of Directors

vi. Corporation. Except as otherwise hereinabove set forth, committees may not bind the

All committee chairs and members shall serve at the pleasure of the Board.

The Vice-President shall in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors shall prescribe.

b. Vice-President

The President shall have the authority to approve and cause to be made any expenditure for any item that is set forth in the operating budget for a given year.

The President shall execute bonds, agreements, contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed, and except where signing and sealing thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The President shall be the chief executive officer of the Corporation, that every order and resolution of the Board is carried into effect, and active management of every business of the Corporation, and shall see that every member of every standing committee, shall have general charge of his office during his term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

a. President

Article 6. DUTIES OF OFFICERS

Officers shall not receive any compensation for their services as officers.

c. Compensation of Officers

The Board may appoint such other officers and agents as it deems appropriate, each of whom shall hold his or her office for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

e. Other Officers and Agents

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

d. Vacancy

Any officer may be removed, with or without cause, and without notice, by a vote of at least five (5) of the Directors at any meeting of the Board.

c. Removal

The fiscal year of the Corporation shall be the calendar year, unless otherwise determined by resolution of the Board of Directors.

Article 8. FISCAL YEAR

Every loan document, promissory note and/or deed of trust of the Corporation shall be signed by at least two (2) officers.

Article 7. TWO SIGNATURES ON FINANCIAL INSTRUMENTS

If required by the Board of Directors at the cost of the Corporation, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

The Treasurer shall disburse the funds of the Corporation ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they require it, an account of all his/her transactions as Treasurer and of the financial condition of the Corporation.

The Secretary shall record all votes and the minutes of all proceedings to be kept for that purpose and shall perform like duties for the standing committees if requested by the Board of Directors. He/she shall give, or cause to be given, notice of every meeting of the members and every special meeting of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or affixed, it shall be attested by his/her signature or by the signature of the Treasurer.

A default in or failure to comply with any of the terms, conditions, obligations and provisions of the Certificate of Incorporation, the Use Contract, these By-Laws, or the Rules and Regulations, as the same may be amended from time to time, by any member (whether Resident or Equity) or occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties for such default or failure as determined by the member (whether Resident or Equity) or occupant, shall be grounds for relief that may the Rules and Regulations, as the same may be amended from time to time, by any A default in or failure to comply with any of the terms, conditions, obligations and provisions of the Certificate of Incorporation, the Use Contract, these By-Laws, or

b. Default and Remedies

Each member, occupant and Security holder, shall be governed by and shall comply with the terms, conditions, obligations and provisions of the Certificate of Incorporation, the Use Contracts, these By-Laws (whether now existing or hereafter adopted), and the Rules and Regulations, as adopted by the Board of Directors, as the same may be amended from time to time.

a. Compliance

Article 11. COMPLIANCE, ENFORCEMENT, FINES AND PENALTIES

Assessments, or installments thereon, paid before they become delinquent shall not bear interest. All delinquent assessments shall bear late charges and interest as provided in the Rules and Regulations.

c. Interest and Late Charges

When a member's lender forecloses under the remedies provided in such lender's Security, the lien of any unpaid assessments as to the Use Contract shall be discharged as a waiver or release of the obligation of the former owner to pay the only if paid by the lender holding the Security. Nothing in this paragraph shall be construed as a waiver or release of the obligation of the former owner to pay the delinquent assessments.

b. Lien After Foreclosure

Every assessment shall constitute a lien upon the interest of the member in such member's Use Contract. All such liens shall be prior to all other liens including, without limitation, any pledge or other security upon such member's interest in the member's Use Contract given or granted by such member to such member's lender (sometimes hereinafter referred to as "Security").

a. Assessment Is a Lien

Article 10. ASSESSMENTS

The corporate seal shall have inscribed thereon the name of the Corporation and the word "DELAWARE." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or reproduced.

Article 9. SEAL

therunder, the member in possession, or any other person(s) in possession, by or through the right of the member, promptly shall quit and surrender the affected apartment to the Corporation in good faith, ordinary wear and tear and damage by fire or other casualty not occasioned by the negligence or willful act or omission of the member, his family, guests, servants or agents, excepted. The member, for himself, herself or itself and any

In the event of a termination of a Use Contract or loss of occupancy right

e. Surrender

the apartment covered by the substitute Use Contract in suitable condition for a new reasonable brokerage commission and attorney's fees) and the estimated cost for placing charge accrued to the date of disposition, the expense of sale (which shall include a disposition price less the then unpaid balance of the Equity Cost, any unpaid assessment or of the substitute Use Contract, the Corporation shall pay to the member the amount of the amount determined by the Board of Directors to be its fair market value. On disposition sum due and offer for sale and/or sell a substitute Use Contract for the same apartment at terminated or, as the case may be, the Use Contract terminated for nonpayment of any Corporation may declare the defaulting member's existing occupancy rights (if any) Unless the default is cured within thirty (30) days after notice is given, the

d. Termination of Use Contract

In the event of any such default or failure, the Board shall promptly serve upon or mail to the defaulting member, and each holder of any Security encumbering such member's Use Contract, a written notice specifying the nature of the default, the cure specified in the notice, the defaulting member may cure the default specified thereto, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default specified.

c. Notice of Default and Failure to Cure

whether resident or equity, fails to perform any obligation under such member's Use contract, these By-Laws, or the current Rules and Regulations, but is not obligated to amend from time to time), then the Corporation may perform, but the same may be performed, the same for the member's account, and for such purpose may enter upon such defaulting member's apartment, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the defaulting member and the Use Contract held by such defaulting member. No member in default of or failing to comply with any terms, conditions, obligations or provisions of the Certificate of Incorporation, the Use Contract, these By-Laws, or the Rules and Regulations, as the same may be amended from time to time, shall be entitled to vote on any matter such member would otherwise be entitled to vote upon under the terms of these By-Laws so long as such default or noncompliance shall be entitled to vote on any matter such member would otherwise be entitled to vote upon under the terms of these By-Laws so long as such default or noncompliance continues and remains uncured.

Board, sums due for damages, termination of the Use Contract, an injunction, or any combination thereof, and which relief may be sought by the Corporation or, if appropriate, by any one or more aggregated members, or both. Also, if any member, whether resident or equity, fails to perform any obligation under such member's Use contract, these By-Laws, or the current Rules and Regulations (as the same may be

The standard form of Use Contract and "Assignment of Perpetual Use Contract and Assumption of Contract" to be entered into by the Corporation and its members, was adopted by the Corporation's first Board of Directors, and such forms shall not thereafter be changed, altered or amended except that occupancy provisions may be changed, altered or amended by action of the President Members in the same manner as required to amend these By-Laws. For the purpose of uniformity, any change, alteration or

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The failure of the Corporation or Board thereof to entitle any term, provision, right, covenant, or condition that may be granted by the Use Contract, the Certificate of Incorporation, these By-Laws and/or the then current Rules and Regulations, as the same may be amended from time to time, shall not constitute a waiver or abrogation of the right of the Corporation or Board to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

Non-waiver of Covenants

Recovery of Attorneys' Fees and Costs.

Where the member's default arises out of a structure thing or condition existing in or on the premises of such defaulting member, in the event such defaulting member fails to effect the cure specified by the Board in the notice of default, within the time specified in such notice, the Board, or its duly authorized representative, shall have the right upon obtaining an order from a court of competent jurisdiction (unless otherwise authorized under the Use Contract) to enter upon the defaulting member's apartment, and to abate and remove at the defaulting member's expense (and levy an assessment therefor), the structure, thing, or condition causing the default and the Board, the Corporation, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

Remedy of Abatement in Addition to Other Remedies

successor in interest, by operation of law or otherwise, shall be deemed to have waived any and every notice and demand for possession as may be required by the laws of the State of Missouri.

provided in Article 5 of the Use Contract, transfer of a Use Contract shall not require prior approval of the Board of Directors of the Corporation. Except as otherwise provided in Article 5 of the Use Contract, transfer of every transfer to a Resident Member shall require the Directors of the Corporation and every transfer to a Resident Member shall require the under a Use Contract, nevertheless, is a matter of discretionary decision with the Board of subordination to any money or assessment due to the Corporation. The right of occupancy including but not limited to the Security of a member's lease, shall be subject and deemed transferable either absolutely or by way of pledge. However, any pledge Directors set forth in Article 5 of the Use Contract, subjects to certain rights of approval of the Board of from the purchase of a Use Contract. Subject to certain rights arising from the purchase of an apartment, however, valuable equity rights arise addition to the right of occupancy of an apartment. In building on a mutual and co-operative basis for the housing needs of its members. In The primary object of this Corporation is to operate and maintain an apartment

e. Transfer of Use Contracts

The shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly assessments. Disbursements from said account shall be for the general needs of the Corporation. The Board may establish other financial accounts.

d. Financial Accounts

prudent to provide as a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year. The total monthly amount, though separately determined as to capital and operating items, shall be assessed as a single sum against all subsisting and outstanding Use Contracts and prorated thereto based on the relative square footage of the apartments of the members. Any assessment, whether monthly or special, shall be payable monthly or as otherwise ordered by the Board of Directors. There shall be established and maintained a cash deposit account to be known as the "Operating Account", into which shall be deposited the operating portion of all monthly assessments. Disbursements from said account shall be for the general needs of the Corporation. The Board may establish other financial accounts.

c. Monthly Assessments

Each Purchase Agreement shall provide for the purchase of the right of perpetual use of an apartment and shall require execution by the member of the Assignment of Perpetual Use Contract and Assumption of Contract, which shall require such member to pay assessments, for the payment of principal and interest on the Corporation's indebtedness, if any, and for expenses of operating the Building.

b. Purchase of Use Contracts

amendment authorized by such member action shall be binding, and shall serve to amend, each Use Contract theretofore executed.

- V. In the event that an apartment is rented by a member in accordance with the terms hereof, the tenant and not the Resident Member shall have the rights to the use of the common elements in the Building.
- iv. Before any tenant moves in, the Resident Member must provide to the Board a copy of the lease between the member and the tenant.
- iii. Corporation, then upon thirty days notice to the member and the tenant, the Board of Directors may direct the tenant to pay rent directly to the member's assessments, and the tenant will follow such directive to the Board instead of to the member until the member is current in such member's assessments, and the tenant will follow such directive.
- ii. In the event the member fails to pay any assessment to the corporation, the tenant shall abide by the Rules and Regulations.
- i. Neither the Corporation nor its officers, directors, shareholders, successors or assigns, shall be liable for injury or death to any person, guests, contractors, agents, or any other persons, from any cause whatsoever even if said injuries or damages are alleged to be the fault of or caused by the negligence of the Corporation, except for the gross negligence of the corporation.
- iii. In addition to the requirements set forth in the Use Contract, including without limitation, Article 5 thereof, any rental agreement (and any renewals thereof) between a member and such member's tenant must contain the following three provisions:
- 1. All tenant occupants must be approved by the Board in the same manner as Resident Members, but no Tenant shall be required to provide to the Board any financial information of any kind.
 - 2. Tenant shall abide by the Rules and Regulations.
 - 3. In the event the member fails to pay any assessment to the
- E. Leases and Sub-Leases
- Member. The right of occupancy shall not be denied any transferee or vendee, who, at the time of such transfer or sale (or the death of a Resident Member where the transfer results from such death) is or was the lawful spouse of a Resident Member or another member of the Resident Member's family who resided with the Resident Member at the time of his death and is entitled to become the owner as a result of joint tenancy, a transferable on death provision or as a result of being the beneficiary of the deceased member's Will and/or Trust; provided, however, the spouse or other member of the deceased's family who resided with the member must, as a condition, pay in full to the date of such transfer all monthly assessments.
- i. Subject to the requirements and restrictions set forth in the Use Contract, including without limitation, Article 5 thereof, Resident Members may rent their apartments.
- ii. All tenant occupants must be approved by the Board in the same manner as Resident Members, but no Tenant shall be required to provide to the Board any financial information of any kind.
- iii. In addition to the requirements set forth in the Use Contract, including without limitation, Article 5 thereof, any rental agreement (and any renewals thereof) between a member and such member's tenant must contain the following three provisions:
- 1. Neither the Corporation nor its officers, directors, shareholders, successors or assigns, shall be liable for injury or death to any person, guests, contractors, agents, or any other persons, from any cause whatsoever even if said injuries or damages are alleged to be the fault of or caused by the gross negligence of the corporation.
 - 2. Tenant shall abide by the Rules and Regulations.
 - 3. In the event the member fails to pay any assessment to the

The Board may promulgate from time to time such Rules and Regulations operation, and use of the Building so as to promote the common use and enjoyment ("Rules"), as it deems reasonable and necessary governing the administration, management, referred to in the Use Contract and sometimes referred to in these By-Laws as "House" (referred to in the Use Contract and sometimes referred to in these By-Laws as "House" (referred to in the Use Contract and sometimes referred to in these By-Laws as "House")

Article 16. RULES AND REGULATIONS

These By-Laws may be altered, amended or added to only by majority vote of members at a duly called special meeting provided, (1) that notice of such meeting shall contain a complete statement of the proposed amendment, (2) that the quorum requirement for such special meeting shall be a majority of all of the then members, and (3) no amendment, alteration or addition to these By-Laws shall be valid if its operation would be inconsistent with or adversely affect any equity rights contained in the Use Contracts.

Article 15. AMENDMENT OF BY-LAWS

The Corporation may purchase or sell real property by a vote of two-thirds (2/3) of all of the members of the Corporation, in conformance with the Use Contract, provided, that notice of a meeting called for such vote shall contain a complete statement of the proposed sale or purchase and shall be given twenty (20) days in advance of the meeting.

Subject to Article 7 of the Use Contract, upon voluntary or involuntary dissolution of the Corporation, the Corporation shall be dissolved, upon the liquidation, by any governmental authority shall be paid, and after payment of all allowances, expenses and costs, and the satisfaction of all special and general liens upon the property or funds of the Corporation to the extent of their lawful priority, all other debts due from among the creditors who shall prove their debts in the manner directed or provided for by law for that purpose. If there shall be any proceeds of such disposition or other assets remaining after the payment of the debts and necessary expenses, all members owning shares, the percentage of the total square footage of such total proceeds that is equivalent to such member's share, the percentage of the total square footage of such total proceeds that is equivalent to such member's proceeds and/or assets. Each of such members shall be entitled to receive as his, her or and holding valid Use Contracts then outstanding shall be entitled to share in such assets. Unless otherwise ordered by the members, the Directors then in office shall serve as trustees for the Corporation and the members in the division of all distributable assessments. Unless otherwise ordered by the members, the Directors then in office shall member may owe the Corporation, including any arrearage of monthly or special assessments. Unless otherwise ordered by the members, the Directors then in office shall provide as trustee for the Corporation and the members in the division of all distributable assets.

Article 13. DISSOLUTION

the prefix appears.

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

d. Interpretation of By-Laws

Any waiver of these By-Laws shall have no precedential effect.

c. Waivers to Have No Precedential Effect

If any such term, provision, limitation, paragraph or clause of these By-Laws or the application thereof to any other person or circumstance.

Severity b.

Robert's Rules of Order, Current Revision, shall govern the conduct of Corporation's proceedings when not in conflict with the Certificate of Incorporation, these By-Laws or any statutes of the State of Delaware applicable thereto. The chairperson of the meeting shall have the authority to adjourn a parliamentary session if he/she deems it necessary. In the absence of any objection, meetings may be conducted informally.

Parliamentary Authority

ARTICLE 18. GENERAL PROVISIONS

Members electing to take space in any garage owned by the Corporation shall pay such monthly sum therefore as shall be fixed by the Board of Directors, which amount shall be added to the member's monthly assessment as determined under Section C. of Article 12 of these By-Laws. The Board shall have ultimate control of the assignment of spaces.

Article 17. GARBAGE

whereof by Building residents, and for the protection and preservation thereof. This may include penalties for infraction of such Rules and Regulations. Copies of all such Rules and Regulations and any amendments thereto shall be furnished to all members, and a copy shall be made available to members at the office of the Corporation. However, failure to furnish or post such Rules and Regulations shall not affect in any way their validity or enforceability. Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by the members at an annual or special meeting, called for that purpose, of the members. All Rules and Regulations shall be equally and uniformly applicable to all members.

These Second Amended and Restated By-Laws of the Corporation replace the original By-Laws and all amendments thereto previously adopted by the Corporation.

e. Effect of Enactment

If any provision of these By-Laws is in conflict with the Certificate of Incorporation of the Corporation, the Certificate of Incorporation shall prevail. If any provision of these By-Laws is in conflict with the Use Contract, then the Use Contract shall prevail.

e. Conflict