



**Exhibit M**

**MARQUETTE BUILDING UPPER RESIDENTIAL CODOMINIUM  
ASSOCIATION, INC.  
SALES PACKET**

**Contact information:**

Management:

Michelle Giacoletto

[marquettetmgr@gmail.com](mailto:marquettetmgr@gmail.com)

314-319-5716

**Board of Directors:**

[marquettesaintlouis@gmail.com](mailto:marquettesaintlouis@gmail.com)

**Additional information:**

[www.marquettetstl.com](http://www.marquettetstl.com)

**Checks payable to:**

*Marquette Upper Residential Condo Association*



Unit: \_\_\_\_\_

Dear Owner and Prospective Buyer:

Attached please find the Association's approved Sales Packet. This includes: Notice of Intention to Sell, and Incoming Sub-Unit Owner Information Form. This information should be completed in its entirety and returned to the Property Manager within (5) days after the sale is closed or ten days prior to the date the New Owner (or other person in privity with the new Owner) intends to move into the Sub- Unit, whichever date is earlier. Furthermore, you are required to meet all of the following requirements of the Association before you (or other person in privity with you) are allowed to move into the Sub-Unit.

No one will be permitted to move into the Sub-Unit until you have provided the Property Manager with all of the information and documents listed below and the Property Manager has reviewed and confirmed that you have met the Associations' requirements for a new resident moving into the building.

1. Notice of Intent to Sell (Attached)
2. Name and phone number of the real estate agent and a signed sales contract.
3. Incoming Sub-Unit Owner Information Form (Attached)
4. Move-In/Move-Out Elevator Request (Attached)
5. Rider (Attached)
6. Pet Policy, Registration Form and Fines (Attached)
7. \$500 Refundable Move-Out fee from seller (check or cashier's check).
8. \$500 Refundable Move-In fee from buyer (check or cashier's check).
9. \$150 Non-Refundable Property Manager fee (check or cashier's check).
10. Bicycle Registration (Attached)
11. Vehicle Registration (Attached)
12. Closing Documents/Proof of Sale
13. The Seller is responsible to provide the Buyer with the Condominium Declaration, By-Laws and Rules and Regulations.
14. Acknowledgement of Receipt of Association Rules and Regulations and Emergency Evacuation Plan and obligation to comply therewith.

Be advised the Association will deny access to any individuals who have not fully complied with the moving procedures described herein and any others that may be applicable in the Supplemental Declaration, Bylaws and Rules and Regulations. Should you have any questions, direct them to the Property Manager.

Respectfully,



Property Manager

## 1. Notice of Intention to Sell Unit

(to be completed by current owner)

This notice is to be completed and submitted to the Property Manager

### 1. NOTICE OF INTENTION TO SELL UNIT:

In accordance with the Supplemental Declaration, By-Laws and rules and regulations and policy and procedures, I (we) hereby submit this Notice of Intention to Sell the unit to the party or parties (and only those parties) named in section 2 below, and upon the terms specified in that section.

The tender to and receipt by the Association of this Notice and an executed copy of the Sales Contract and the Incoming Homeowner Information Form shall constitute valid notice to my (our) intention to sell the unit below.

I (we) understand that by submission of this fully executed notice, I /we hereby agree to hold harmless the aforementioned Association and its Managing Agent, Officers, directors, staff, and employees for the release of any information requested by me (us) or my (our) agents.

### 2. SUMMARY OF TERMS OF SALE

Name \_\_\_\_\_ of \_\_\_\_\_ Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, \_\_\_\_\_ State, \_\_\_\_\_ Zip: \_\_\_\_\_

—  
Home \_\_\_\_\_ Phone: \_\_\_\_\_

—  
Email: \_\_\_\_\_  
\_\_\_\_\_

—  
Projected \_\_\_\_\_ Closing \_\_\_\_\_ Date: \_\_\_\_\_



I(we), the sub-unit Owner(s) of sub-unit \_\_\_\_\_, affirm my (our) understanding of the agreement with provisions set forth in Section 1 above and certify the information supplied in Section 2.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 3. UNIT OWNER INFORMATION FORM

In an effort keep the Marquette Condo Association's records current, we would appreciate you providing the following information.

Name(s) of Unit Owner(s):

\_\_\_\_\_  
\_\_\_\_\_

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

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email address:

\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

### 3B. OWNER INFORMATION FORM

(CAN BE COMPLETED BY NEW OWNER)



Name(s) of Owner(s): \_\_\_\_\_

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

Phone #: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Do you have a vehicle? Yes      No      If Yes, please complete the attached Vehicle Registration  
Do you have a bicycle? Yes      No      If Yes, please complete the attached Bicycle Registration  
Do you have a pet? Yes      No\_      If Yes, please complete the attached Pet Registration

This information will be shared with Marquette front desk, Citi Park personnel, and will be used to set up an account for the building's ingress/egress system.

#### 4. MOVE-IN / MOVE-OUT ELEVATOR REQUEST

If you need the elevator for move-in/move-out, pick-up, transferring of furniture or large deliveries, please:

Schedule an available date with the front desk personnel, ten (10) days prior to the desired date.

The designated elevator can be used after your request is approved.

All move-ins/move-outs are to take place between after 8:00 am and 4:30 pm.

No full move-in/move-out is to begin after 1:30 pm: no move-ins/move-outs on Sunday and holidays.

No large items are to be moved between 4:30pm and 6:30pm

A refundable \$500 move-in/move-out deposit is required until after the post move inspection.

If you are a new resident, you must contact the Board ([marquettelouis@gmail.com](mailto:marquettelouis@gmail.com)) or property manager (through the front desk personnel) to schedule a building orientation before you move in. The orientation fee is \$150, payable to *Marquette Upper Residential Condo Association*. Failure to comply with any of the above rules may result in a \$500 fine and the right to block a move-in.

Move-in date: \_\_\_\_\_ Time: \_\_\_\_\_



Move-out date: \_\_\_\_\_ Time: \_\_\_\_\_

Mover: \_\_\_\_\_

\$500 deposit (refundable)-payable to: *Marquette Upper Residential Condo Association.*

Check Number: \_\_\_\_\_

Owner/Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Member/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Pre-Move \_\_\_\_\_ Inspection: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Initials: Owner/Tenant \_\_\_\_\_ Owner/Tenant \_\_\_\_\_ Designee \_\_\_\_\_

Post-Move \_\_\_\_\_ Inspection: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Move Complete: Yes No **No Damage-Full Refund: Yes No** **Damage-Refund Processed: Yes No**

Signatures: Owner/Tenant \_\_\_\_\_ Owner/Tenant \_\_\_\_\_

Property Manager/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

## 5. RIDER TO LEASE

This is to acknowledge the undersigned prospective owner of Unit# \_\_\_\_\_ of the Marquette Building Upper Residential Condominium Association, Inc., agrees that they are in receipt of, have reviewed, understand, and agree to abide by the Condominium instruments, including the Supplemental Declaration of Condominium and By-Laws of Marquette Building Upper Residential Condominiums and Rules and Regulations established by the Association (collectively called the "Condominium Instruments").



New Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

New Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

## 6. PET POLICY

(Pet Policy & Registration Form Feb 11, 2016{MF})

The Marquette allows residents to keep pets in the building, as well as allowing visiting pets. In order to ensure that the building remains "pet friendly," it is imperative that pet owners and handlers ensure a "people friendly" atmosphere. That means that each pet owner/handler must be considerate of other residents regarding issues of pet noise, odor, and sanitation, and be sensitive to the safety and personal concerns of other neighbors. Residents without pets should



be aware that they will encounter pets in the building from time to time and should take this into consideration as they transit the building.

Because it is impractical for the Association to always monitor all pet activities, it is up to each pet owner/handler to be responsible for his or her pet's actions. Pet owners can help keep this a "pet friendly" building by reminding other pet owners of their responsibility to comply with these rules. If there is a general pet-caused problem, whether covered by the rules or not, and there are no identifiable offenders, Management, the Pet Committee (if there is one) and the Board will take steps to solve the problem. These steps could include more restrictions and/or higher fees, which would affect many more pet owners than those who are the offenders.

On the other hand, if an identifiable pet is causing a problem or is in violation of pet rules or restrictions, Management and the Board, as advised by the Pet Committee, will have the right to take steps with that pet's owner to solve the problem or lead to removal of the pet from the premises. Pet owner/handlers can help maintain this "pet friendly" atmosphere in the building by complying with these rules. Any incident that clearly violates the Pet Policy or any rules in a disruptive manner should be reported to the Board ([marquettesaintlouis@gmail.com](mailto:marquettesaintlouis@gmail.com)), fill out an incident sheet (front desk) or let management know. The incident will then be brought up to the Pet Committee (if there is one) or handled by the Board or management.

The regulations below outline required steps for registering pets, identify rules and procedures for common pet issues, and detail the fines and disciplinary actions that will result if a pet owner/handler fails to abide by this policy.

### **Registration**

- a) All dogs and cats must be registered with the Marquette Condominium Association.
- b) All dogs and cats must be registered with the Association prior to move-in or pet acquisition. If this is not timely, Management should be notified. Registration forms are available at the Front Desk and on the website: [www.marquettetstl.com](http://www.marquettetstl.com) > Resources > Documents.
- c) Registration renewal is conducted annually. Registration fee will be prorated for partial years.



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- d) Registration consists of providing information on the Pet Registration Agreement, a picture and signing a Pet Registration Agreement that includes these Pet Policy Rules and Regulations. Dog owners will need to pay a \$200 annual registration fee per dog. There are no fees for cats or assist/helper/service dogs. Supporting documentation must be supplied at registration.
- e) Any pet owner who is not the unit owner must bring along permission in writing from the unit owner to keep a pet in the unit (this may be part of the lease). A copy of this permission will be kept on file, so it does not need to be resubmitted annually.
- f) Pet owners need to provide proof of required rabies vaccinations. This can be in the form of a receipt from the veterinarian indicating a rabies vaccination was administered.
- g) Registration is not transferable to another animal.
- h) The schedule of pet registration and associated fees are determined by the Board.
- i) All pets living in The Marquette building must comply with all City of St. Louis, State of Missouri and Federal regulations.
- j) Only resident dogs are allowed to live in the building.
- k) Pet owners should be aware that there is a Pet Committee active at the Marquette. Owners may consider attending meetings, bringing up questions or providing input to maintain a "pet friendly" building and provide a comfortable environment for pets and residents.

## **Weight and Number Restrictions**

The Supplemental Declaration of Condominium and By-Laws of Marquette Building Upper Residential Condominium Article 5.8, Page 11, states:

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

*one (1) dog with a weight limit of seventy-five (75) pounds or two (2) dogs with a combined weight limit of seventy-five (75) pounds for both dogs, or*

*three (3) cats; or*

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

*In addition, up to two (2) caged birds may be kept as pets.*

*Fish and reptiles that are maintained in a household aquarium shall not be deemed to be animals as defined in the By-Laws.*



*Dogs that are service, helper or assist are exempt from the weight restrictions.”*

### **Restricted Areas and Transit Through the Building**

- a) Pets are restricted to their unit, the Pet Park, the mailroom and to transit through common areas only.
- b) While transiting through common areas, pets' movements must be controlled and not be allowed to loiter. Pets are not allowed in the pool deck area, fifth floor patio, or fifth floor community room.
- c) While transiting through any common area, pets' movements must be controlled, and pets should always be as near the owner/handler. Any leash may be used as long as the pet always remains near and under the control of the owner/handler.
- d) Pet owner/handlers are responsible for any damages caused by the pet or the handling of the pet in any common area of the building.
- e) The corridors or garages shall not be used for exercising pets.

### **Conduct on Elevators**

- a) On elevators, pet owners/handlers must respect the rights of non-pet owners to ride alone.
- b) Pet owners/handlers must ask individuals that are already on the elevator if they prefer to ride alone before boarding the elevator with their pet.

### **Pet Clean-up**

- a) Residents shall pick up, clean, sanitize and properly dispose of pet waste inside and outside the building as well as at the Marquette Building Pet Park.
- b) Pet owners/handlers must take care to see that pets do not urinate or defecate on sun decks, patios, common areas or the garage. Owners must also take care to see that pets do not urinate on the exterior of the building, the trash cans, the benches, or any surface of the building. This causes unsightly stains, deterioration of the surface, and unpleasant odors.
- c) In order to comply with this policy, pet owners are required to:
  - o Use a rag to wipe or pick up the mess before leaving the area (if the mess is on an elevator, that means before the owner exits the elevator);
  - o Return to the site of the mess within 15 minutes and completely sanitize the area where the accident occurred with proper cleaning supplies. That includes sanitizing the area with soap and water, or a pet enzyme cleaning solution, and drying the area after it has been thoroughly cleaned; and
  - o If the accident occurred on a carpeted area, report the accident, its location, and the date and time of the accident to the building manager by leaving a

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written note at the front desk addressed to the building manager. This is so the cleaning staff can follow up to ensure that the mess was properly sanitized.

- o Failure to properly dispose of pet waste shall result in an immediate cost of cleanup charge based upon the damage incurred and the cost incurred to cleanup.
  - o Try to resolve any accidents quickly wherever they occur. Take care of and secure your pet. Clean and sanitize the area yourself. Notify the front desk about the need for immediate cleaning. Return to the area for additional cleaning as soon as possible.
  - o The idea is to be courteous and considerate of all residents and clean the area in a timely fashion without putting the pet or anyone in jeopardy. Any "mess" needs to be thoroughly cleaned and sanitized shortly after it happens. Failure to do so may result in fines.
  - o Incident reports should be completed for any waste that is not removed or any "accident" that is not sufficiently cleaned up.
  - o It is a courtesy, but not necessary, for another owner/handler to remove other's waste from the Pet Park. An incident report should be filed with the Front Desk.
  - o Pet owner/handlers are encouraged to make the Front desk aware of the need for supplies or concerns for the Pet Park.
- b) Failure to properly clean up and dispose of solid waste in the Pet Park shall result in disciplinary action. If a pet has an accident inside the building, the resident shall immediately clean and sanitize the area.

## **Pet Behavior**

- a) Pet owners must be courteous to other residents and pets in the building.
- b) Pets must not be allowed to jump on, bite, have inappropriate contact with or in any way injure any person or any other pet.
- c) Pet owners must also ensure that their pet does not make any prolonged noise (barking, crying, meowing, chirping, or such) that disturbs neighbors or that can be heard in the common areas of the building.
- d) If a pet causes damage to a common area or harm to another pet or individual, the pet owner must report it to Management, the Board or the front desk. The pet owner will be billed for all injuries and repairs and all other fees that may be incurred.
- e) All pets will be reasonably groomed and free from extreme odor and soil.

## **Visiting Pets**

- a) Visiting pets are under the same rules as resident's pets. No visiting dogs over 75 pounds will be allowed.
- b) Any pet staying two weeks or longer must be registered in the same manner as resident pets. A fee will be prorated, and a copy of the Pet Policy will be provided.
- c) Any pet staying less than two weeks needs to register the pet in the Visitor's Log at the Front Desk noting name, description and rabies tag info.
- d) All pets must be compliant with the Pet Policy. It is the unit owner's responsibility to provide the necessary information to guests.

## **Off Leash Pet Park Rules**

- a) Pet Park is the turfed area; the paved area is considered patio and is not off leash. The turfed area is an unleashed space. The gate must be kept closed.
- b) It is up to the judgement of the owner/handlers to determine if the pet is appropriate to be off leash. All pets must always be under the control of the owner/handler whether this is on leash, voice commands or other commands.
- c) Retractable leashes are permitted.
- d) As a new pet enters, there should be a discussion of whether the pets need to be on leash. If an owner/handler prefers the dogs to be on leash, then all parties must comply.
- e) Common sense and courtesy must be exercised by owner/handlers. Each should know if their pet can be off leash. Size, temperament, health and age can be factors in determining the appropriate interactions of pets in the Pet Park.
- f) Owners/handlers should discourage their pet from soiling the patio area, garbage can, patio blocks, benches, fences and walls.

## **Pet Violations**

- a) Because it is impractical for the Board to monitor all pet activities at all times, residents are asked to report pet incidents that come to their attention. For guidelines on reporting an incident, please see the Association Policies, Rules and Regulations.
- b) Anyone who violates the pet rules shall be subject to any and all remedies available to the Board under the Declaration, including, without limitation, the levying of a fine, billing

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of costs incurred, and banning of the pet from the building upon repeated or serious offenses. A second offense is only a second offense if it happens within a 52-week rolling period; this also applies to third offense, fourth offense, etc. Fines will be added to the residents' bill for condominium assessments. See section for Association Policies and Procedures regarding reporting a complaint, implementation of discipline and appeal.

- c) If all avenues of resolution are exhausted, certain egregious behaviors may warrant asking an owner to permanently remove a pet from the building. Once a pet has been banned from the Marquette building, failure to remove the pet from the property within five days of notification will result in a fine of \$25 per day for each day the pet remains in the building. In addition to the fine, the Board may take legal action against the pet owner to have the pet removed from the building through legal process or other intervention processes.
- d) It is important for pet owners/handlers to be diligent about respecting and observing the Pet Policy. If an infringement is observed, it is courteous, but not necessary, for another pet owner/handler to remind the alleged offender of the infringement.
- e) All violations that involve waste must be reported to the Front Desk and followed up with an incident report, especially in the Pet Park. A video of the Pet Park activity can be accessed to observe offenders.
- f) Certain violations may be noted under the General Nuisance rules in the Policy and Procedures of the Condo Association, beyond the scope of the Pet Policy.
- g) There is an appeal process which can be followed if an owner questions a violation.



## Exhibit F

### 6. PET REGISTRATION / DOG REGISTRATION

(Updated 07-2019)

Please complete this form for each pet that resides in your Unit. By signing and submitting the form, you agree to adhere to the Marquette Building Master Condominium Association Bylaws and the Marquette Building Rules and Regulations. This includes weight restrictions and the allowable number of pets.

When you submit the form, also include a color picture of your pet and copy of proof of vaccination.

Place this form and the picture in a sealed envelope addressed to "Marquette Pet Registration" and turn it into the Marquette front desk personnel.

If you are renting your Unit, you will need to show written permission from the owner allowing the pet in your Unit (this may be part of a lease agreement).

Dog owners will need to pay a \$200 pet registration fee per dog annually.

Unit Number: \_\_\_\_\_ Owner \_\_\_\_\_ Tenant \_\_\_\_\_

Resident(s) Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Type of Pet: \_\_\_\_\_

Description of Pet (include breed, color and weight): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Veterinarian Name, Address and Phone #: \_\_\_\_\_

\_\_\_\_\_

Vaccination Expires: \_\_\_\_\_ Fee(s) Received: \_\_\_\_\_ Registration Expires: \_\_\_\_\_

I acknowledge that the information on this form is accurate to the best of my knowledge. In addition, I have read, understand, and agree to abide by the Marquette Building Rules and Regulations for Pets (Pet Policy).

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

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



## Exhibit G

### PET POLICY FINE STRUCTURE

Type of Incident	First Offense*	Second Offense*	Third + Offense (s)*
Pet off leash	\$100	\$100	\$100
Exercising Pets	\$100	\$100	\$100
Loitering Pets	\$100	\$100	\$100
Soiling Common Areas (no cleanup)	\$100	\$250	\$250
Pet Park Waste	\$100	\$250	\$350
Noise Pollution	\$100	\$100	\$100
Jumping without provocation	\$100	\$100	\$100
Injury (biting, jumping, etc)	\$100	\$100	\$100
Failure to report damage	\$100	\$100	\$100
Damage to common area	\$100 +cost of repairs+ administrative costs.	\$100 +cost of repairs+ administrative costs.	\$100 +cost of repairs+ administrative costs.

The Board has the ability to ban a pet at any time if the offense is considered serious enough or if there are repeated offenses.



### 10-. BYCICLE REGISTRATION

Please provide us with the following information:

Name:

\_\_\_\_\_

Unit #: \_\_\_\_\_

Bicycle Make:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_

\_\_\_\_\_

Color:

1.) \_\_\_\_\_ 2.) \_\_\_\_\_

\_\_\_\_\_

Style:

Men's: \_\_\_\_\_

Women's: \_\_\_\_\_

Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_

Photograph attached:      Yes      No





## Exhibit E

### 11-. VEHICLE REGISTRATION

Please, provide the following information:

Name: \_\_\_\_\_ Unit #: \_\_\_\_\_  
\_\_\_\_\_

Vehicle Make: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_  
\_\_\_\_\_

Model: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_  
\_\_\_\_\_

Color: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_  
\_\_\_\_\_

License Plate: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_  
\_\_\_\_\_

State: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_  
\_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_  
\_\_\_\_\_

Parking Space #: \_\_\_\_\_ Hang-Tag: \_\_\_\_\_  
\_\_\_\_\_

Last 3 digits of the garage access card: \_\_\_\_\_  
\_\_\_\_\_

\$20 card deposit is due before access card and hangtag are distributed.