



MARQUETTE BUILDING UPPER RESIDENTIAL CODOMINIUM ASSOCIATION, INC.

LEASING PACKET

Contact information:

Management:

Michelle Giacoletto

marquettetmgr@gmail.com

314-319-5716

Upper Board of Directors:

marquettesaintlouis@gmail.com

Additional information:

www.marquettetstl.com

Checks payable to:

Marquette Upper Residential Condo Association



Exhibit L

MARQUETTE BUILDING UPPER RESIDENTIAL CODOMINIUM ASSOCIATION, INC. LEASING PACKET

Unit: _____

Dear Owner and Prospective Tenant:

Below is the Association's approved Leasing Packet. Please, complete it in its entirety and send it to management marquettetmgr@gmail.com or the Board marquettesaintlouis@gmail.com

Below is a complete list of the Association's requirements:

1. The owner must be in good standing in order to lease the unit.
2. Per the By-Laws, the minimum lease is six (6) months.
3. Notice of Intent to Lease (Attached).
4. Unit Owner and Tenant Information Form (Attached).
5. Move-In/Move-Out Elevator Request (Attached).
6. Lease Rider (Attached).
7. Assignment of Rent.
8. Copy of fully executed lease, including Lease Ride and Assignment of Rent.
9. Pet Policy (Attached).
10. Pet Registration and Fines (Attached).
11. Bicycle Registration (Attached).
12. Vehicle Registration (Attached).
13. \$500.00 Refundable Move-in Deposit (turn in at the front desk).
14. \$150.00 Non-refundable Orientation fee, to be paid ten (10) days in advance of the move-in date.
15. Lessee to meet with designated person for building orientation. Contact Marquette Board at marquettesaintlouis@gmail.com or Management to schedule an orientation.
16. Make checks payable to: *Marquette Upper Residential Condo Association*.
17. Leasing Policy and Procedures (full document).



The Lessor is responsible for providing the Lessee with the Condominium Declaration, By-Laws and the Rules and Regulations. If the Lessor does not have these documents, they are available electronically upon request prior to Orientation.

In order to schedule a date to move-in, all the Association's required documentation and fees must be submitted to the Board or Management at least ten (10) days in advance of the move-in.

SCHEDULE:

The building's designated elevator must be used in conjunction with any move-in or move-out of the building. It is available Monday through Saturday 8:00 AM to 4:30 PM, except on holidays.

No full move-ins are to begin after 1:30 PM and no items are to be moved between 4:30 PM and 6:30 PM.

There are no move-ins or move-outs on Sundays.

IMPORTANT:

Management reserves the right to deny use of the elevator or to request rescheduling of moves for reasons including, but not limited to, scheduling conflicts, emergencies, and unexpected or scheduled maintenance.

The Lessor will be held responsible for any damage to the elevator or other common elements (including limited common elements) as a result of the move.

Please be advised that 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, By-Laws and Rules and Regulations.

Should you have any questions, please direct them to the Marquette Board or Management.

Additional information can be found on the Marquette's website: www.marquettetstl.com



2. NOTICE OF INTENTION TO LEASE UNIT

(TO BE COMPLETED BY CURRENT OWNER)

SECTION 1: NOTICE OF INTENTION TO LEASE

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 lease 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 Lease and the Incoming Homeowner Information Form shall constitute valid notice of my (our) intention to Lease 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.

SECTION 2: SUMMARY OF TERMS OF LEASE

Name of Tenant(s): _____

Address: _____

City, State, Zip: _____

Home/Cell Phone: _____

Email: _____

Projected Lease Start/ End: _____

I (we), the unit owner(s) of unit# _____, affirm my (our) understanding of the agreement with provisions set forth in Section 1 above and certify that the information supplied in Section 2 is accurate to the best of my/our knowledge.

Signature

Date

Signature

Date



3. UNIT OWNER INFORMATION FORM

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

Name(s) of Unit Owner(s): _____

Unit Number: _____

Mailing Address: _____

Phone #: Home: _____ Work: _____ Cell: _____

Email address: _____

Emergency Contact: _____ Phone #: _____

Is the unit occupant a tenant or family member? ____ Tenant ____ Family Member

3B. TENANT INFORMATION FORM

(CAN BE COMPLETED BY LESSEE/TENANT)

Name(s) of Tenant(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 8:30 am and 4:30 pm.

No full move-ins/move-outs are to begin after 1:30 pm. and no move-ins/move-outs on Sunday.

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 (marquettesaintlouis@gmail.com) or property manager (through the front desk personnel) to schedule a building orientation before you move in. The orientation fee is \$250, 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 Refund Processed: Yes No

Signatures: Owner/Tenant _____ Owner/Tenant _____

Property Manager/Designee: _____ Date: _____



5. RIDER TO LEASE

This is to acknowledge the undersigned prospective tenant 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").

Furthermore, tenant and landlord agree that this Lease shall be subject to all the terms and provisions of the Condominium Instruments. Any violation by the tenant of the Condominium Instruments that is not cured within 30 days, or such shorter time as may be provided for in this lease, shall constitute a default by the tenant under this Lease.

This Lease appoints the Marquette Building Upper Residential Condominium Executive Board ("Executive Board") to act as agent and attorney-in-fact for the landlord for the purposes of enforcing the terms, covenants, and conditions of the Condominium Instruments. If any such default exists, the Executive Board as attorney-in-fact shall have the right of action to evict or otherwise terminate this Lease or the tenants in possession of the premises.

Tenant Signature: _____

Date: _____

Print Name: _____

Date: _____

Tenant Signature: _____

Date: _____

Print Name: _____

Date: _____

Landlord Signature: _____

Date: _____

Print Name: _____

Date: _____



9. 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), 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

1. All dogs and cats must be registered with the Marquette Condominium Association.
2. 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 > Resources > Documents.
3. Registration renewal is conducted annually. Registration fee will be prorated for partial years.
4. 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.
5. 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.
6. 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.
7. Registration is not transferable to another animal.
8. The schedule of pet registration and associated fees are determined by the Board.
9. All pets living in The Marquette building must comply with all City of St. Louis, State of Missouri and Federal regulations.
10. Only resident dogs are allowed to live in the building.
11. 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

1. Pets are restricted to their unit, the Pet Park, the mailroom and to transit through common areas only.
2. 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.
3. 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.
4. 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.
5. The corridors or garages shall not be used for exercising pets.

Conduct on Elevators

1. On elevators, pet owners/handlers must respect the rights of non-pet owners to ride alone.
2. 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

1. 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.
2. 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.

3. 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 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.
4. 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

1. Pet owners must be courteous to other residents and pets in the building.
2. Pets must not be allowed to jump on, bite, have inappropriate contact with or in any way injure any person or any other pet.
3. 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.
4. 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.
5. All pets will be reasonably groomed and free from extreme odor and soil.

Visiting Pets

1. Visiting pets are under the same rules as resident's pets. No visiting dogs over 75 pounds will be allowed.
2. 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.
3. 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.
4. 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

1. 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.
2. 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.
3. Retractable leashes are permitted.



4. 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.
5. 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.
6. Owners/handlers should discourage their pet from soiling the patio area, garbage can, patio blocks, benches, fences and walls.

Pet Violations

1. 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.
2. 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 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 roiling 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.
3. 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.
4. 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.



5. 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.
6. 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.
7. There is an appeal process which can be followed if an owner questions a violation.



Exhibit F

10. 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.



Exhibit D

11-. 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

12-. 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.



**17-. MARQUETTE BUILDING UPPER RESIDENTIAL
CONDOMINIUM ASSOCIATION, INC.**

SUB-UNIT OWNERS LEASING POLICY & PROCEDURES

The following procedures have been adopted by the Board of Directors of Marquette Building Upper Residential Condominium Association, Inc. ("Association") at a regular meeting of the Board of Directors (also referred to herein as "Executive Board").

WHEREAS, the Board of Directors believes it to be in the best interest of the Association to establish a uniform and systematic procedure for Sub-Unit Owners to lease their Sub- Unit so owned for residential occupancy, thus ensuring the protection and well-being of the Association.

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following procedures and policies governing the leasing of a Sub-Unit:

1-. In every respect described herein, the Association and the Executive Board may act through its duly authorized agents, including the Property Manager that is employed by the Executive Board to manage the building. With respect to any and all documents or things described herein that are required to be delivered to the Association or the Executive Board, such delivery shall be accomplished by delivery to the current Property Manager at the Property Manager's principal place of business.

2-. This policy applies to subletting of a Sub-Unit by the owner of the Sub-Unit regardless of the amount or type of consideration received by the owner of the sublease. This policy also applies to any arrangement whereby someone other than the owner or the owner's spouse, partner, or minor children occupy the Sub-Unit unless the owner of the Sub-Unit simultaneously occupies the Sub-Unit. A written lease is required in accordance with this policy even if no monetary consideration is paid for the right to occupy the Sub-Unit. The purpose of this policy is to provide the Association with information regarding the indent of everyone who lives in the building, which is essential to the effective management and governance of the building and its residents.

3-. Every lease ("Residential Lease") of a Sub-Unit shall be in writing and shall be subject to all the terms and provisions of the Supplemental Declaration of Condominium ("Supplemental Declaration") and the By- Laws of Marquette Building Upper Residential Condominium ("By-laws"). Each such Residential Lease shall incorporate by reference the Supplemental Declaration and the By-Laws, and the rules and regulations of the Residential Condominium; and shall include provisions that any violation by the tenant under such. Residential Lease of the Supplemental Declaration, the By-Laws or said rules and regulations, that is not cured with any applicable cure period set forth in said Residential Lease, shall constitute a default by the tenant under such Residential Lease. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound. The form of each Residential Lease of an individual Sub-Unit shall be submitted to the Executive Board for review, so as to assure compliance with the Supplemental



Declaration, By-Laws and rules and regulations. No Sub-Unit may be leased, or renewed or extended, excepting unless and until:

(1) the Residential Lease of such Sub-Unit has been submitted to the Executive Board for review so as to assure compliance with the Supplemental Declaration, By-Laws, and rules and regulations; (2) in the case of renewals or extensions of the Residential Leases, the instrument of extension or renewal of the Residential Leases of such Sub-Unit has been submitted to the Executive Board for review so as to assure compliance with the Supplemental Declaration, By-Laws, and rules and regulations. The review of the applicable Residential Lease by the Association is strictly limited to verifying and assuring that the applicable Residential Lease complies with the requirements of the Supplemental Declaration, By-Laws, and rules and regulations. {See Lease Rider attached hereto).

4-. A copy of the fully executed lease shall be delivered by the Sub-Unit Owner to the Executive Board not later than five (5) business days prior to the date the Sub-Unit is to be occupied by the tenant. No Lessee may occupy a Sub-Unit until such time as the Executive Board has been supplied a copy of the lease, and the lease has been approved by the Executive Board. The Association will prohibit a tenant from occupying a Sub-Unit until the Sub-Unit Owner complies with the leasing requirements prescribed in these rules.

5-. Each such Residential Lease shall appoint the Executive Board to act as agent and attorney-in-fact for the Sub-Unit Owner for the purposes of enforcing the terms, covenants, and conditions of said Residential Lease, other than the non-payment of rent. If any violation is not cured within 30 days or such shorter time as may be provided for in the Residential Lease, the Executive Board as attorney-in-fact shall have the right of action to evict or otherwise terminate the Residential Lease or the tenants in possession of the Sub-Unit. The Executive Board shall have no liability to the Sub-Unit Owner or tenant on account of any action take pursuant to the Supplemental Declaration and By-Laws.

6-. Every Residential Lease shall have a minimum initial and renewal terms of six (6) months each and no such Residential Lease shall be on a month-to-month or hold-over basis. Every Residential Lease shall prohibit the assignment thereof, except upon the consent of the lessor, and shall prohibit the subletting of the demised premises, except upon the consent of the lessor.

7-. The Executive Board shall have the right, in its discretion, to declare terminated any Residential Lease of a Sub-Unit which violates any of the provisions of the Supplemental Declaration, the By-Laws, and rules and regulations. Further, in the event Executive Board incurs any legal fees, costs or other expenses in connection or by reason of violation by any tenant of a Sub-Unit of the terras and provisions of the Supplemental Declaration, the By-Laws, or the rules and regulations, the applicable Sub- Unit Owner shall be responsible for said legal fees, costs and expenses, and upon demand shall pay same to the Executive Board; and if same shall remain unpaid, the same shall constitute an assessment against and a lien upon the Sub-Unit, which lien shall be enforceable the same as other assessment liens.



8-. The provisions of this Resolution shall not be applicable to Security Holders who purchased a Sub-Unit upon foreclosure or deed in lieu of foreclosure as long as the Sub- Unit is owned by the Security Holder.

9-. All dues and assessments on Sub-Unit must be current before a move-in is allowed.

10-. In making any lease, the Sub-Unit Owner is not relieved of any obligations under the Declaration, By-Laws or rules and regulations including but not limited to the payment of assessments.

11-. No Residential Lease may be entered into by a prior lessee of the building who has been either previously evicted or subject to eviction proceedings.

12-. Sub-Unit Owner/Lessor must provide ten (10) days' notice to Property Manager of any new occupancy of a Sub-Unit. Such notice shall be accomplished by the Sub-Unit Owner/Lessor providing the information described below on the forms described below:

- a) Full legal names of all persons who will reside in Sub-Unit; (see Sub-Unit Owner Information Form attached hereto)
- b) Full contact information of new residents to include home and cell phone numbers, email addresses and work numbers and address (see Sub-Unit Owner Information Form attached hereto);
- c) Date and time of move-in Sub-Unit (see Move-In/Move-Out Elevator Request attached hereto);
- d) Means of move-in, i.e., self-performed, moving company, etc.; (see Move-in/Move-Out attached hereto)
- e) Payment of move-in damage deposit which will be refunded after the move minus the cost to repair any damage to common areas of the building resulting from move;
- f) Copy of Executed Residential Lease for Executive Board review of compliance of requirements
- g) Payment of Property Manager or designated person orientation fee;
- h) Pet registration and payment of fee (see Pet Policy attached hereto);
- i) Make, model, year and license plate of vehicle, if parking space is involved (see Vehicle Registration attached hereto);
- j) Signed acknowledgement by new residents that he/she/they have received and will comply with the Rules and Regulations of the Association;
- k) Payment of \$150 move-in processing fee (described below)

13-. Failure to provide notice to Property Manager as outlined above will result in a \$500.00 fine and the right to block a move-in.

14-. Sub-Unit Owner/Lessor will pay Property Manager a fee in the amount of \$150.00 to process and orient the new resident of the Sub-Unit. The fee must be paid ten (10) days in advance of the move-in date. A new resident will not be allowed to move in until this fee is paid.



15-. The Property Manager or designated person shall meet with the new resident prior to the new resident occupying the Sub-Unit to confirm the information in the move-in documents, to orient the new resident to the building, and to review with the new resident the Association's rules and regulations and other information important to a new resident. In addition, the Property Manager or designated person shall be present on the move-in date to perform the pre- and post- move-in inspections.

16-. Waivers. Nothing in the Resolution shall require the Association to take specific action other than to notify homeowners of the adoption of these policies and procedures.