



ASSOCIATION RULES AND REGULATIONS EXHIBITS

- A - Fee Assessment Schedule
- B - Entry Authorization
- C - Delivery Authorization
- D - Bicycle Registration Form
- E - Vehicle Registration Form
- F - Pet/Dog Registration Form
- G - Pet Policy & Fine Structure
- H - Move-In/Move-Out Policy
- I - Move-In/Move-Out Elevator Request
- J - Evacuation Procedures
- K - Collection Policy
- L - Leasing Policy
- M - Sales Policy
- N - CitiPark and Marquette Policies and Procedures
- O - Violations Complaint - Witness Statement
- P - Notice of Violation
- Q - Request for a Hearing
- R - Notice of Determination Regarding Violation
- S - Community Room Policy and Reservation
- T - Dry Cleaning Drop Off and Pick-Up Service
- U - Association Rules and Regulations



Exhibit A
FEE ASSESSMENT SCHEDULE

Common Area Clean Up	\$25 per hour
Community Room and Patio Reservation – 5 th Floor	\$100 (Refundable)
Contractor Damage Deposit	\$500 (Refundable)
Contractor Trash Fee	\$50
Elevator Reservation Deposit	\$500 (Refundable)
Locks not Keyed to Master	\$500
Lost Parking Access Card (Quik Park)	\$10 (Regular Hours) \$25 (After Hours)
Lost Unit Storage key	\$25
Orientation	\$150
Rules Violation Assessment	Procedures regarding rules enforcement.
Unit Lock out Fee	\$50 \$100 (After Hours)



Exhibit B
Entry Authorization Form

Resident's Name (please print): _____

Unit Number: _____ Date: _____

I authorize the front desk personnel to allow the following person(s) to enter my residence. I will notify the front desk in writing should I wish to add or delete names from this list. For added security, I agree to use the password below if called by or if calling the front desk to authorize someone to enter my apartment.

My password is _____

I understand, for my security (and the security of other residents and guests), that I will be asked this password before I can authorize entry by phone into my residence.

Person(s) Authorized to Enter My Residence:

Please print name clearly: _____

Please print name clearly: _____

Please print name clearly: _____

Please print name clearly: _____

Resident's Signature: _____

Date: _____



Exhibit C

Delivery Authorized Form

Current ingress/egress system takes care of deliveries in the building.



Exhibit D

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

MARQUETTE



Exhibit E

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.



Exhibit F

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

(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

- 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 sundecks, 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 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.
- d) 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.

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 H
MOVE-IN / MOVE-OUT POLICY

Adopted January 5th, 2009

The following procedures have been adopted by the Board of Directors of Marquette Building Master Condominium Association, Inc. ("Association") at a regular meeting of the Board of Directors.

WHEREAS, the Board of Directors believes it to be in the best interest of the Association to establish a uniform and systematic procedure for the move-in and move-out of Sub-Units 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 move-in and move-out of a Sub-Unit:

1. A move is defined as moving into the building, moving out of the building, pick-up or delivery of furniture or large items into or out of the building, or transiting of furniture within the building.
2. All moves into or out of Sub-Unit must be scheduled in advance with the Property Manager. Only one move can be accommodated at a time, and the elevators may not be available on certain days for other reasons. Therefore, residents are advised to schedule a move as soon as they know that they will need the elevators for a move, The Association will attempt to accommodate residents with their desired move date, but the Association reserves the right to determine what day a move will be permitted to occur. Residents are responsible for fulfilling the requirements of this policy in order to secure a move date.
3. A new owner or resident who is moving into the building must also comply with the Association's Leasing Policy & Procedures and/or Sale Policy & Procedures before a move into the building will be permitted. New owners and residents are responsible for fulfilling the requirements of these policies. A move will not be permitted if these additional policies are not complied with in conformance with those policies. A new owner or resident may contact the Property Manager for information regarding these policies.
4. The Security Guards will stop anyone who attempts to move into or out of the building without prior authorization by the Property Manager.
5. The Association requires (i) \$500 move-in deposit which is refundable and shall be returned if no damage to the common area is observed. The check will not be cashed unless necessary. This deposit is held on contingency, to cover expenses in the event of any damage to the common elements caused by the move, or to ensure compliance with the Association's Rules and Regulations as it relates to moving and use of the elevators. Non-compliance of the rules may result in forfeiture of the deposit.
6. Moves into or out of the Building are to be scheduled Monday through Saturday beginning after 8:00AM and finishing before 4:30PM, except on holidays. No full move- ins are to begin after 1:30PM and no items are to be moved between 4:30PM and 6:30PM. There are no move-ins or move-outs on Sunday or holidays. Failure to adhere to these hours shall cause forfeiture of the refundable deposit.



7. The Building's designated elevator must be used in conjunction with any move-in or move-out of the Building. Management reserves the right to deny the 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 Property Manager or his designate will put up protective pads to cover the walls of the elevator immediately prior to commencement of a move and take them down promptly after the move has been accomplished. Pads will not be left up overnight.
 8. In the event that moving a large article that does not fit in the designated elevator becomes necessary, the stairs are the only available alternative. The maintenance staff cannot be engaged to help move such items if this situation arises. The moving party must make necessary arrangements and pay all related costs for this work.
 9. The Property Manager and/or staff will inspect all the common elements for damage before returning the elevator to normal service. The Property Manager and/or staff shall complete and sign the Post-Move section of the Move-In/ Move-Out Elevator Request Form and obtain the signature of the Owner, Tenant, or Representative of Owner or Tenant.
 10. If new damage to common elements is noted on the post-move inspection, the Property Manager shall determine the cost to repair such damage. The cost of any repair of damage to common elements caused by the move shall be deducted from the refundable portion of the moving deposit provided for in paragraph 1 above. If the cost of repairs exceeds the deposit, the balance due to the Association will be paid within 30 days of the date of (i) the move or (ii) the completion of repairs, whichever occurs later. Sub-Unit owners are responsible for any damage to common areas caused by themselves, their movers, or their tenants when moving into or out of the Building.
 11. In the event the designated elevator goes out of service during a move, the move must be suspended until that elevator is back in service.
 12. Elevator use for move-in and move-outs must be scheduled with the security officer at the front desk at least ten (10) days in advance of the date the elevator is needed. The attached Move-In/Move-out Elevator Request form must be fully completed and submitted along with the \$500 refundable deposit at the time of the request.
 13. Failure to provide notice to the Property Manager to schedule the elevator as outlined above will result in a \$500 fine and the right to block a move-in.
 14. Waivers. Nothing in the Resolution shall require the Association to take specific actions other than to notify the homeowners of the adoption of these policies and procedures.
- MARQUETTE BUILDING UPPER CONDOMINIUM ASSOCIATION, INC.



Exhibit I

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) 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: _____



Exhibit J

MARQUETTE RESIDENTIAL EMERGENCY/EVACUATION PLAN

November 2014

314 North Broadway St. Louis, MO
63102

Table of Contents

1. Emergency/Key Numbers
2. Evacuation Procedure
3. Medical Emergency
4. Fire
5. Severe Weather
6. Earthquake
7. Hazardous Material, Chemical Spill, Gas Leak, Suspicious Package or Odor
8. Bomb Threat
9. Violence/ Physical Threat
10. Hostage Situation
11. Power Failure



1- Emergency/Key Numbers:

Property Management: Management:

Michelle Giacoletto

marquettetmgr@gmail.com

314-319-5716

Garda World: 314-225-9946 (Eric Dodson)

Front Desk: (314) 810-6760 (Valerie, Demetrius)

Elevator Company: 314-517-9048 (Craig) // 314-647-5115

Garage-CitiPark: 314-368-2121 (Ali)

Garage-Management: 314-800-0726 or 314-242-1400 (Matt Sorth)

Buttefly MX Customer Service: 1-800-398-4416



2- Evacuation Procedure:

- a) Immediately upon alarm or notification of emergency, you should evacuate the building, including common areas and restrooms. If you are instructed to evacuate, **YOU MUST DO SO IMMEDIATELY.**
- b) Walk to the nearest safest stairwell. Stay to the right while descending the stairs. **DO NOT** attempt to take the elevators.
- c) Take the stairs to the lobby/1st floor, exit the building, and proceed South (in the direction of Busch Stadium).
- d) **MEETING PLACE:** Meet at the corner of Pine and Broadway.
- e) We will re-enter the building only after the **ALL CLEAR** signal has been given by the **FIRE DEPARTMENT.**

3- Medical Emergency:

- a) Provide assistance if possible. First-aid kit located at Front Desk.
- b) Notify CPR/ First-aid trained personnel if the name of someone is on file.
- c) For life-threatening medical emergencies (heart attack, severe bleeding, no breathing, or unconscious victim), call 911 and Front Desk personnel if available (be advised that Front Desk hours may vary).
- d) Keep the victim warm and comfortable
- e) Have someone meet the Emergency Responder and direct them to the victim if possible.
- f) For non-life-threatening emergencies occurring in common areas (cuts and minor falls), call the Front Desk to report the incident.

4- Fire:

- a) The fire alarm is designed to sound on the floor where smoke/fire is detected. If you hear the alarm, follow the evacuation procedures. If you learn of smoke/fire in the building and the alarm does not sound immediately, call 911.
- b) Whenever you hear the fire alarm sound, **LEAVE IMMEDIATELY.** Don't assume the fire alarm is false or a test and wait to see what others do. **DO NOT USE ELEVATORS.**
- c) Before opening a door, you should make sure there is no fire on the other side: use the back of your hand to touch the door, doorknob, or door frame. If hot to the touch, don't open it, there's probably fire on the other side. If cool, open the door slowly, **LEAVE THE AREA AND CLOSE ALL DOORS WITHIN THE AREA BEHIND YOU.**
- d) Stay low when there is smoke. If you encounter smoke while escaping, crawl or get as low as you can. The cleanest air will be within 1 to 2 feet of the floor. If the main exit is blocked by fire or smoke, use an alternate route. If it is not feasible, go back into the room and wait for rescue.



- e) If you cannot escape, close all doors between you and the fire. Seal cracks around the doors with cloth to keep the smoke out.
- f) While waiting for rescuers, signal from a window by hanging clothes out of the window, waving an object, or shouting.

If you discover a fire:

- a) Notify Bldg. and Fire Dept. & pull the Manual Pull Station or Dial 911.
- b) Extinguish the fire if possible.

Fire Extinguisher Locations:

- a) Closet across from Front Desk
- b) 5th Floor next to the outside of Community Room Patio Door Area
- c) Next to all Stairwell Exits

Manual Pull Station Locations:

Pull Stations are located on all floors next to fire extinguishers, except for the 5th floor patio area. If it is not possible to extinguish the fire, evacuate building and call 911:

- a) Give your name
- b) Give building name and address
- c) Give floor number of emergency
- d) Confine fire if possible- close doors
- e) If evacuation is necessary, use the evacuation procedure.

Pre-plan Your Escape

- a) Learn the sound of the building alarms.
- b) Know the location of the fire alarm pull box locations.
- c) Know where all stairwells are in the building.
- d) Do not use elevators. They may become disabled, trapping you on the fire floor.
- e) Post Emergency numbers near the telephone.
- f) Try to help others, if you can do so safely.
- g) Once outside, meet at your assembly point.

5- Severe Weather:

- a) ALARM: Whooping horn of the Emergency Public Address System from the city. If a resident hears the warning on the radio, he or she should notify the Front Desk, manager and/or Board Member.
- b) DO NOT EVACUATE THE BUILDING.
- c) KMOX, 1120 AM, and local TV and radio channels normally give weather updates during severe weather.



- d) Do not use elevators or telephones (cell phones may be used).
- e) Do not use matches or candles for light. Use only flashlights.
- f) Keep everyone away from windows, exterior walls, file cabinets, bookcases, etc.
- g) If you are in transit in the building, take the stairwell to the nearest floor and go to the center corridor for shelter.
- h) Do not go to the first-floor lobby or outside the building.
- i) Cooperate with emergency workers. Report all injuries/damage to Front Desk Staff, manager and/or Board Member.

6- Earthquake:

- a) DO NOT EVACUTATE THE BUILDING
- b) Move quickly to a safe location, such as under a desk, heavy table, inside a doorframe or the corner of an inside wall.
- c) Stay away from glass and heavy standing objects such as bookcases and file cabinets.
- d) Crouch and protect your head.
- e) Whenever possible, turn off lights and electrical appliances to minimize fire danger. Do not strike matches (for candles).
- f) If the main electrical power source fails, the building is equipped with an auxiliary generator with emergency power for the lighting of common areas and stairwells.
- g) Persons who are inside an elevator during an earthquake should stop at the nearest floor and exit the elevator. In the event the elevator stops between floors, TRY TO STAY CALM and push the "emergency call" button. Each elevator is equipped with a communication system.
- h) After the quake, check for injuries. Do not move the seriously injured unless they are in immediate danger. Look for those who may be trapped. Report injuries, persons trapped, and damage to the Front Door Staff.
- i) Stay in the area, give comfort to the injured, and wait for instructions from the appropriate person.
- j) Beware of aftershocks. If evacuated, stay clear of walls, tall buildings, trees, power lines and other obvious hazards.

7- Hazardous Material, Chemical Spill, Gas Leak, Suspicious Package or Odor:

- a) If you come upon a chemical spill or suspicious material or package: get away from the hazard, close windows and doors near area, and turn off any fans in the area.
- b) Dial 911.
- c) Notify the Front Desk, manager and/or Board Member.
- d) If you smell a suspicious odor and suspect a gas leak or other toxic fumes, notify the Front Desk.
- e) If the appropriate person confirms the leak or does not have an explanation for the odor, Management or Front Desk Staff may implement evacuation procedures.
- f) Listen to the PA system for guidance and the ALL CLEAR.



8- **Bomb Threat:**

- a) If received by mail, cease handing the item and contact Lawrence group properties.
- b) If received by phone, obtain as much information from the caller as possible {see Bomb
- c) Threat Information Form on next page) and notify or call a Board Member.
- d) The appropriate person may implement evacuation procedures.

BOMB THREAT INFORMATION FORM-QUESTIONS:

When is the bomb going to explode?

Where is the bomb?

What does it look like?

What kind of bomb is it?

What will cause it to explode?

Did you place the bomb?

Why?

What is your address?

What is your name?

Exact wording of threat:

Sex of caller: M/ F



Number at which call was received: _____

Duration of call (time and date): _____

Violence/ Physical Threat: _____

PREVENTION

- a) Treat everyone with respect. Courteous, respectful treatment keeps tension low.
- b) Have a code-word with your neighbor ahead of time - something you can say on the phone with a neighbor without further inciting the visitor.

RECOGNIZE THE WARNING SIGNS:

- a) Talking about weapons
- b) Using an angry tone
- c) Shouting, screaming, cursing
- d) Threats or sexual comments
- e) Challenging rules or authority
- f) Unreasonable demands
- g) Irrational talk
- h) Nervous pacing, restlessness
- i) Clenching fists or jaw, tightly gripping objects
- j) Angry looks or staring
- k) Staggering, slurred speech

REPORTING

- a) Residents are responsible for informing Front Desk, Management, and/or a member of the Board of any possible acts of violence, threats or action that could lead to violence in the building.
- b) Front Desk or Management should seek advice from the Marquette Upper Residential Association and Master Board regarding investigating the incident and initiating the appropriate action.
- c) All personal assaults and threats should be reported to the police.

9- **Violence/Physical Threat:**

VERBAL THREATS (NON-EMERGENCY)

- a) Notify Front Desk, Management, and/ or member of the Marquette Upper Residential Board.
- b) Document everything, i.e. what was said, tone of voice, background noises, etc.



DIFFUSING A THREATENING SITUATION

- a) Stay calm and alert.
- b) Listen to the person without interrupting. Maintain eye contact without staring.
- c) Acknowledge the person's feelings and ask questions. DO NOT argue or accept blame for the problem. If the person wants something, e.g. money, give it to them.
- d) Talk slowly and calmly. Use firm, but not angry tone. Be clear and concise. DO NOT threaten but state the consequences of inappropriate behavior.
- e) Take all threats seriously and trust your feelings.
- f) Avoid letting a threatening person back you in a corner. Keep a safe distance. Be ready to escape quickly, if you must.

PROCEDURES FOR ESCAPING A THREATENING SITUATION

- a) If the person begins to display behavior you believe may lead to violence, excuse yourself- give them whatever reason you think will work.
- b) If a person corners you or assaults you, yell for help.
- c) If a violent act is occurring, call the police and contact security.

10- **Hostage situation**

- a) Stay calm. Tensions will be high, especially early in the situation.
- b) The hostage-taker(s) may exhibit anger and rage to intimidate the hostages. Be cooperative. Do not threaten, intimidate, or argue with the hostage-taker.
- c) Keep the lines of communication open with the hostage-taker, but before you say or do anything, think of your life and the lives of those around you.
- d) Start conversation in order to personalize the situation. Try to discuss neutral issues, and do not hesitate to answer personal questions about yourself.
- e) Encourage the hostage-taker to allow those who need medical attention to be treated.
- f) Do not refuse food, water, or any convenience offered by the hostage-taker as rejection may be taken as an insult.
- g) Contact the Front desk or 911 if it will not put you or anyone else in danger.
- h) Make careful mental notes about the hostage-taker: age, color of skin, hair, and eyes, height, voice characteristics, type of weapon, and descriptive clothing.
- i) As a last resort, law enforcement may use tactical or armed resolution.
 - o Upon first sign of an assault by law enforcement, drop to the floor and lie flat and still.

11- **Power failure**

In the event this building incurs a power failure:

- a) Do not panic.
- b) Open draperies and blinds to let in outside light.
- c) Use a portable flashlight if available.



- d) If instructed to evacuate, lock all areas when you leave.
- e) Do not congregate in the lobby or atrium areas.
- f) Return to your residence when instructed by proper authorities.
- g) Emergency lights will continue to light the stairwells and selective areas throughout Building to allow safe trafficking.
- h) The air conditioning and heat will shut off.
- i) If you are trapped in an elevator, the elevator should resume: do not force open the doors or try to escape through the roof's hatch.
- j) During a power failure, the fire alarm system will continue to function.



Exhibit K
COLLECTION POLICY AND PROCEDURES
Adopted January 5, 2009

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.

WHEREAS all members are obligated by the Marquette Building Upper Residential Condominium Declaration ("Declaration") to pay all dues and assessments in a timely manner. Failure to do so jeopardizes the Association's ability to maintain the common elements of the complex and pay its bills. Additionally, the failure of members to pay assessments in a timely manner imposes an unfair burden on those who do and wish to reside in a well-maintained complex. Accordingly, the Association, acting through its Board of Directors, must take steps to ensure timely payment of all assessments.

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following procedures and policies governing the collection of assessments and other charges of the Association:

1. **Amounts payable:** Amounts payable to the Association include, but are not limited to, regular assessments, special assessments, fines, legal fees, and other costs associated with the collection of funds on behalf of the Association.
2. **Billing and Due Dates:** The annual assessments shall be billed at an annual amount and payable in twelve monthly installments provided that the Owner is in good standing. Payment for each installment shall be due and payable on or before the first (1st) day of each month and delinquent as of the 10th day of the month in which it is due.
3. **Late Charges:** Administrative Fees and Interest Charges. The Association shall be entitled to impose an administrative charge of twenty-five dollars (\$25.00) for each of the first two late payments during any twelve consecutive calendar month period; for each additional late payment during any twelve consecutive calendar month period, an administrative charge of one hundred dollars (\$100.00) will be imposed. In addition to the administrative charge, delinquent assessments shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. If any assessment or installment thereof is delinquent for ten (10) days, then a lien may be declared by the Executive Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Residential Association in the manner provided by Section 448.3.116 of the Act.
4. **Returned Check Charges:** A fifty-dollar (\$50.00) fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of



such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by law. If two or more of an owner's checks are returned unpaid by the bank within any twelve-month period, the association may require that all of the owner's future payments, for a period of one year, be made by certified check or money order.

5. Attorneys and Collection Fees on Delinquent Accounts: The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due to the Association from a delinquent owner.

6. Application of Payments Made to the Association: The Association reserves the right to apply all payments received on account of any owner first to administrative charges, then to interest, then to the assessment, or installment thereof, longest delinquent.

7. Collection Letters: After an assessment installment or other charge owed to the Association becomes thirty (30) days past due, the Association shall cause a notice of delinquency, in the form attached hereto as Exhibit A, to be sent to the unit owner who is delinquent in payment, and may, without further notice, report the delinquent account to the Credit Bureau and file a lien against the property of delinquent owner.

After an assessment installment or other charge owed to the Association becomes sixty (60) days past due, the Association shall cause a second notice of delinquency, in the form attached hereto as Exhibit B, to be sent to the unit owner who is delinquent in payment, and may, without further notice, report the delinquent account to the Credit Bureau and file a lien against the property of delinquent owner which shall include fees, charges, late charges, attorney fees, fines and interest owed by the delinquent owner, and assign the delinquent account to one or more collection agencies and/or attorneys for collection.

8. Referral of Delinquent Account to Attorneys: The Association may, but shall not be required to, refer delinquent accounts to attorneys for collections. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to any attorney, the account shall remain with the attorney until it is settled. All payment plans involving accounts referred to any attorney for collection shall be set up and monitored through the Association's managing agent, the attorneys shall be entitled to exercise all remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent owner's property.

9. 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. The



Association has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such a relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief.

In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association may determine appropriate under the circumstances.



EXHIBIT A

(30 Day Past Due Letter)

Mr./Mrs. _____

314 N Broadway, Unit _____

St. Louis, MO 63102

RE: Unpaid Assessments and Fees _____

Dear _____:

Please be advised your monthly assessment has not been received and is delinquent. The unpaid assessment is a lien against your property.

The Annual assessment is billed at an annual amount and payable in twelve monthly installments, provided that Owner is in good standing. Payment for each installment shall be due and payable on or before the first (1st) day of each month and delinquent as of the 10th day of the month in which it is due.

Per the Bylaws, there will be an administrative charge of twenty-five dollars (\$25.00) for each of the first two late payments during any twelve consecutive calendar month period. For each additional late payment during any twelve consecutive calendar month period, there will be an administrative charge of one hundred dollars (\$100). In addition to the administrative charge, delinquent assessments shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. If any assessment or installment thereof is delinquent for ten (10) days, then that assessment and all other assessments, a lien may be declared by the Executive Board to be immediately due and payable in full, with interest, without further notice and may be foreclosed by the Residential Association.

Immediately upon receipt of this notice, fulfill your responsibility with the HOA and complete payment of \$_____ (balance due as of _____) via DoorLoop. **Check your DoorLoop account for the most up to date HOA balance.**

If payment is not received, the Executive Board may report the delinquent account to the Credit Bureau and will impose interest at the rate of 18% per annum from the due date until paid.

We appreciate your prompt attention to this matter. E-mail your questions to marquettessaintlouis@gmail.com.

Sincerely,

Marquette Board.



EXHIBIT B

(60 Day Past Due Letter)

Mr./Mrs. ____

314 N Broadway, Unit _____

St. Louis, MO 63102

RE: Unpaid Assessments and Fees

Dear ____:

Your monthly assessment payment is now more than 60 days delinquent, and the unpaid assessment, administrative charges and interest are a lien against your property. Your account has been reported to the Credit Bureau, and the account is accruing interest at the rate of eighteen percent (18%) per annum from the due date until paid.

Your balance due and owing as of this date, _____, including late fees and interest, is \$ _____. We urge you to make your payment via DoorLoop. If your payment is not received by _____, your account will be turned to a collection agency and/or attorney for collection.

This matter is of the utmost importance and requires your immediate attention. This is your final opportunity to bring your account current without having to pay legal, recording and any other fees involved in the collection of your account.

You may contact us via e-mail at: marquettesaintlouis@gmail.com.

Sincerely,

Marquette Board.



Exhibit L

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

Contact information:

Management:

Michelle Giacoletto

marquettmgr@gmail.com

314-319-5716

Board of Directors:

marquettesaintlouis@gmail.com

Additional information:

www.marquettetstl.com

Checks payable to:

Marquette Upper Residential Condo Association

MARQUETTE



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 Marquette 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 (attached).



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 between after 8:00 AM and 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 and holidays.

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



3. 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, 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



4. 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 #: _____

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

4B. 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.



5. 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) 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: _____



6. 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

12. All dogs and cats must be registered with the Marquette Condominium Association.
13. 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.
14. Registration renewal is conducted annually. Registration fee will be prorated for partial years.
15. 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.
16. 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.
17. 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.
18. Registration is not transferable to another animal.
19. The schedule of pet registration and associated fees are determined by the Board.
20. All pets living in The Marquette building must comply with all City of St. Louis, State of Missouri and Federal regulations.
21. Only resident dogs are allowed to live in the building.
22. 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:

MARQUETTE

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

6. Pets are restricted to their unit, the Pet Park, the mailroom and to transit through common areas only.
7. 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.
8. 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.
9. 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.
10. The corridors or garages shall not be used for exercising pets.

Conduct on Elevators

3. On elevators, pet owners/handlers must respect the rights of non-pet owners to ride alone.
4. 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

- e) 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.
- f) 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.



- g) 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.
- h) 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

6. Pet owners must be courteous to other residents and pets in the building.
7. Pets must not be allowed to jump on, bite, have inappropriate contact with or in any way injure any person or any other pet.
8. 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.
9. 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.
10. All pets will be reasonably groomed and free from extreme odor and soil.

Visiting Pets

6. Visiting pets are under the same rules as resident's pets. No visiting dogs over 75 pounds will be allowed.
7. 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.
8. 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.
9. 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

7. 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.
8. 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.
9. Retractable leashes are permitted.



10. 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.
11. 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.
12. Owners/handlers should discourage their pet from soiling the patio area, garbage can, patio blocks, benches, fences and walls.

Pet Violations

8. 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.
9. 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 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.
10. 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.
11. 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.



12. 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.
13. 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.
14. 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.



11-. BYCICLE REGISTRATION

Please provide us with the following information:

Name: _____

Unit #: _____

Bicycle Make:

2.) _____

2.) _____

Color:

2.) _____

2.) _____

Style:

Men's: _____

Women's: _____

Description:

Phone #: _____

Email address: _____

Photograph attached: Yes No



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 – Orientation fee).

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.



Exhibit M

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

Contact information:

Management:

Michelle Giacoletto

marquettetmgr@gmail.com

314-319-5716

Board of Directors:

marquettesaintlouis@gmail.com

Additional information:

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 (marquettesaintlouis@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 (marquettelouis@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 > Resources > Documents.
- c) Registration renewal is conducted annually. Registration fee will be prorated for partial years.
- 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:

MARQUETTE

“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 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.
- i) 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.

MARQUETTE

- 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 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:

3.) _____

2.) _____

Color:

3.) _____

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.



Exhibit N

Parking Rules and Regulations

All parking above the 7th floor gate is reserved with each space pre-assigned. Cars must park in their assigned space.

HANG-TAG

Vehicles parked above the 7th floor gate must display a Marquette parking hang tag. The hang tag must hang from the rear-view mirror of the vehicle.

ACCESS CARDS

All tenants must use the access card for entry and exit. The access card allows you 24- hour access to the facility. To keep your access card working properly, the card should be used to enter and exit the CitiPark garage in an "In-In-Out-Out" manner. This means you must use the card to enter the garage on the first-floor entry gate {In}, then use the card to enter the 7th floor entry gate (In), then use the card to exit the 7th floor exit gate (Out), and finally to exit the first-floor exit gate {Out}. After you enter the garage from 4th Street, you will have 20 minutes to reach the 7th floor entry gate. After you exit the 7th floor, you will have 20 minutes to exit the garage at 4th Street.

If not used in this manner, the gates will not operate, and the tenant will be responsible for paying a \$25.00 charge to CitiPark to exit the parking garage and have your card reset.

Each access card is to be used by one vehicle per entry and exit, (i.e. you cannot use your access card, have your car in the garage and then hand your card to someone else to use). Sharing cards in this manner is prohibited. If your card is used for another vehicle to enter and exit, your card will be suspended.

The access card can also be used for access through the pedestrian doors on Olive Street. Both of these pedestrian doors are locked 24 hours a day.

GUESTS

If a tenant is allowing a guest to park in the garage while staying in their residence, all parking rules and regulations apply to the guest. It is the residents' responsibility to inform the guest in advance of the parking rules and regulations. Please be sure that your guest understands where your parking space is located and how to use the access card in the "In-In-Out-Out" manner. If your guest does not abide by these rules and regulations, you will be responsible for any charges.

REGISTRATION OF VEHICLE

All vehicles must be registered with CitiPark by providing the required information on Exhibit A to Association Management/Marquette Board. Any changes to vehicle information must also be reported to Association Management/Marquette Board (marquettessaintlouis@gmail.com).

LOST ACCESS CARDS AND HANG TAGS

Contact CitiPark at 314-241-1918 immediately if your access card is lost or you need a replacement hangtag. There will be a \$10 replacement fee for all lost cards and hang tags. Office hours are 8am-



4pm Monday through Friday. Your replacement card will be provided within 24 hours of notification during normal business hours. If your access card is lost after hours and you would like a replacement card at that time, there will be an additional \$25.00 fee for replacement during non-business hours. The After-Hours Emergency telephone is {314}537-3520.

UNREGISTERED ILLEGALLY PARKED VEHICLES

Vehicles not displaying a Marquette parking tag, not registered with the parking office and illegally parked will have an orange sticker placed on the vehicle. If the car is still illegally parked 24 hours after the sticker has been posted on the vehicle, the car may be towed, or a boot may be placed. If a boot is placed on the car, a fee of \$150 must be paid to TLG in order to have the boot removed.

REGISTERED ILLEGALLY PARKED VEHICLES

If an illegally parked vehicle displays a Marquette parking tag but is parked in a space other than the number indicated on the tag:

First Violation:

An orange sticker noting the violation will be placed on the vehicle.

The resident will be assessed a fine of \$150 regardless of ownership of the vehicle.

CitiPark will deactivate their card until the fine is paid at the parking garage office.

Second Violation:

Renters parking in the garage will be fined \$150 and have their privilege to park beyond the 7th floor permanently revoked.

Condo owners will be fined \$150, and the illegally parked vehicle will be towed or booted.

Third Violation or more:

Violations beyond a second violation will result in the owner of a parking space having their parking card deactivated until the owner has met with the Condo Association Board to discuss resolution of the pattern of violations.

CAR TROUBLE

If you are in need of a tow truck, it is recommended that you contact CitiPark before contacting a towing company. Please call 314-241-1918 Monday through Friday 8am-4pm. After 4pm and on weekends, please call the emergency number 314-537-3520. By contacting CitiPark first you can be sure that you are relaying the appropriate information to the towing company as well as making sure that a tow is even necessary. Please keep in mind that CitiPark also has the necessary equipment to jump your car should that service be necessary.

Due to the small size of the garage and its access lanes, please request the smallest tow truck possible. A CitiPark manager or supervisor must be present to safely assist the tow truck when entering/exiting the garage and 7th Floor gates. The tow truck driver will need to pull a ticket to enter the garage and CitiPark will service out the tow truck driver when exiting the garage.

Please do not attempt to use your access card to assist the tow truck, by doing so your access card will be suspended and need to be reset.

The tow truck company commonly used by CitiPark is *Auto Control Towing LLC*. 636-461-1544.



WHAT TO DO IF SOMEONE IS PARKED IN YOUR SPACE

Residents may call the following CitiPark emergency number to report illegally parked vehicles: 314-537-3520. This number is not to be called for any purpose other than to report an illegally parked vehicle or other emergency in the garage.

Additionally, you may inform the front desk personnel, Marquette manager/Board members.

Do not park in another assigned space.

CitiPark

Contact: Alireza Mohammadian (Ali)

Phone: 314-241-1918

Email: alireza.mohammadian@drurydevelopment.com

EMERGENCY AFTER HOURS LINE: 314-537-3520

CLEANING

From time to time the garage will need to be cleaned and power washed. Management will provide advance notice to the tenants to avoid any inconvenience.

PARKING STAMPS

Parking stamps are available for visitor parking.

Stamps may be purchased at the front desk. Please make checks payable to Marquette Upper Residential Association. Stamps may be used at any time, except for when the garage is charging for event parking.

They may be placed in front or back of the parking ticket. If garage attendants have questions about the stamps, please have your guest simply tell them they are visiting residents of the Marquette.



Exhibit O
Violation Complaint – Witness Statement

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so.
Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO THE VIOLATION:

Witness' Name: _____
Address: _____
Unit # _____
Phone # _____

Names, Address, Unit 's & Phone #'s of any other witnesses.

INFORMATION CONCERNING VIOLATOR

Violator's Name: _____
Address: _____
Unit # _____
Phone # _____

Name, Address, Unit & Phone #'s of Unit Owner, if different.

INFORMATION CONCERNING VIOLATION

Violation Date: _____
Time: _____
Location: _____

Section(s) of Declaration, Bylaws or Rules & Regulations which was violated: _____

Witness' Observations:

Were any photographs taken? Yes No By Whom? _____

Attach all photographs to this form as soon as possible. Include Photographer's name and date.
I have made the above statements based on my personal knowledge and not upon what has been
told to me. I will cooperate with the association and its attorneys to provide additional statements
or affidavit, and in the event a hearing or trial is necessary, I will appear to testify as a witness.



Exhibit P
Notice of Violation

(DATE)
Marquette Unit#
314 North Broadway
St. Louis, MO 63102

Re: Violation of Declaration and Bylaws or Rules and Regulations

You are hereby notified, as the owner/resident of Unit# _____ at the Marquette that you are charged with the following violation of the Association's Declaration and Bylaws or Rules and Regulations. The actions complained about occurred on or about _____, and are described as follows:

The Association is governed by its Declaration and Bylaws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the section entitled Policies and Procedures Regarding Enforcement of the Association's Rules and Regulations, if you believe the charges are unjustified. Under the rules if you fail to request or fail to appear at a requested hearing on the charges, you shall be found guilty by default, and fines, assessments, charges, costs, expenses and legal fees may be assessed against you which shall bear interest as specified in the association's rules and regulations if not paid within ten days of notification that such charges are due.

If a violation exists that includes damages, after proper notice has been given as outlined in the section entitled policies and procedures regarding enforcement, the association shall correct the violation at your expense to which an administration charge in a Minimum amount of \$100.00 shall be added. Please consult the association's rules for further details.

In the event of any conflict between the provisions of this form Notice of Violation and the provisions of the Association's Rules and Regulations, the provisions of the Association's Rules and Regulations shall be controlling. You must request a hearing by signing, dating and returning the attached Request for a hearing to the Association at the address below.

If you have any questions or comments, or wish to speak to someone regarding this Violation, please contact the property manager.

The Marquette Building Condominium Association
Property Manager



Exhibit Q
Request for a Hearing

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Marquette Building Condominium Association.

Signature

Owner's Name- Printed

Address

City,

State,

Zip

Phone

Date



Exhibit R

Notice of Determination Regarding Violation

To: _____

Date: _____

Notice of Determination Regarding Violation

On _____ you were notified of a violation of the Declaration, By-Laws, or Rules and Regulations of the Association. Pursuant to the Association rules:

() A hearing was held at your request

() You have admitted to the violation by default and/or waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made, and the following action(s) shall be taken:

() You were found guilty, and no action shall be taken.

() A violation of the Association's Declaration, By-Laws, or Rules and Regulations 1st, 2nd, etc. has occurred and the costs and expenses of enforcement in the amount of _____ are now due.

() Damages, expenses, and administrative charges in the total amount of _____ have occurred and are now due.

() Legal expenses in the amount of _____ have been incurred by the Association and are now due.

() Damages occurred, or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violations corrected and repaired at your own expense

() As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings shall be instituted, and all expenses incurred shall be assessed to you.

The Marquette Building Condominium Association

By: _____

Title: _____

Address: _____



Exhibit S
5th Floor Community Room and Patio Reservation Policy
Rules and Regulations

PROCEDURE:

1. Any resident of the Marquette building may reserve the 5th floor community room and patio for a private event, not exceeding 49 guests.
2. It is mandatory that the resident/s requesting a reservation be the principal host, not the nominal host or the primary beneficiary of the social function intended.
3. The community room and patio are reserved on a first come, first served basis.
4. Reservations must be made at least 2 weeks in advance.
5. The resident must fill out the "5th Floor Community Room and Patio Reservation Form." This form is available at the front desk and on the website (Resources > Documents Tab).
6. The resident must provide a \$100 refundable check for clean-up purposes. The check is payable to: *Marquette Upper Residential Condo Association*. If the clean-up deposit is insufficient, an additional \$25 per hour clean up fee will be assessed to unit owner/s until clean-up is complete.
7. Provide the completed form and check to the front desk (be mindful of front desk hours).
8. Once your reservation form is received and approved, you will be notified via email within 3 days, and the reservation will be posted on the website (Resources > Community Calendar).
9. Private events may be held between the hours of 11:00 am to 10:00 pm.

RESPONSIBILITIES:

10. The Community Room and Patio are not available for commercial showroom activities. This is intended to preclude types of activities that residents would not be willing to host within their private home.
11. If the area is unclean when you arrive, document and report this immediately to Management and/or Front Desk.
12. Residents are responsible for breakage, loss items and any damage due to excessive dirt, wear and tear, or abuse of common elements caused by their actions or those of guests.
13. Furniture in the community room and patio shall not be moved to another location.
14. No children under the age of 18 are allowed to use this area without adult supervision. Except when arriving and departing, residents and their guests must remain in the community room and patio at all times during the reservation period.



15. Alcoholic beverages and food:

- a. Alcoholic beverages are permitted on the 5th floor community room and patio.
- b. Open containers of alcoholic beverages are not to be consumed in the remaining common areas of the building.
- c. There shall be no sale of liquor, beer, or wine in the community room and patio.
- d. No function involving attendees other than residents may be held if alcoholic beverages are consumed at the function, unless the host resident signs this agreement to indemnify the association against all liability arising out of the activities of attendees during or following the function.
- e. Food is not to be consumed outside of the 5th floor community room and patio.

16. Grills are available.

- a. Use caution when grilling and ensure that gas is off once finished.
- b. Grills are expected to be cleaned after being used.

17. Music/Noise/TV:

- a. A television is available: computer games and other peripheral devices may be connected to the television during private events sanctioned by the HOA.
- b. Keep music/noise to an acceptable level.
- c. Be considerate of your neighbors: there are units surrounding the 5th floor community room and patio.

18. Communicate to the front desk and management:

- a. Number of guests expected.
- b. Catering service (if applicable).
- c. Music entertainment (if applicable).
- d. Vendor/s associated with the event (if applicable).

19. Residents must make guests, vendors, aware of the bylaws, rules and regulations of the Marquette Building.

Residents and any person/s associated with his/her private event are expected to comply with Marquette bylaws, rules and regulations.

SMOKING is NOT permitted in the Marquette Building.



5th Floor Community Room and Patio Reservation Form

Resident Name: _____

Resident Unit Number: _____

Resident Phone Number: _____

Resident Email Address: _____

Date of event: _____ Hours of event: _____

Number of guests: _____ (not to exceed 49) Guest list attached: Yes No

Description of event: (birthday, anniversary...) _____

Music/Entertainment: Yes No If yes, name: _____

Catering: Yes No If yes, name: _____

Special Request: _____

By signing below, I agree to indemnify the Association against all liability arising out of the activities of attendees during or following the function. I also affirm that I have read the attached 5th floor community room and patio policy: rules and regulations and will abide by them.

Signature: _____ Date: _____

_____ I have attached \$100 payment. (Please note checks will not be cashed unless the room is left in unsatisfactory condition.)

*All reservations may start no earlier than 11 AM and must be fully completed by 10 PM.

OFFICE USE:

Reservation received by: _____ Resident received rules: _____ Approved by: _____



Exhibit T

Dry Cleaning Drop Off and Pick Up Service

Band Box Cleaners, 110 Locust St, St. Louis, MO 63101. (314) 421-3122

Band Box will provide this service. Please, carefully read the following requirements to participate in the service.

- a) Residents must register for the service by completing a registration form (available from the front desk/manager) and returning it to the front desk/manager.
- b) The registration form includes a release of Liability, releasing the Marquette Building Master Condominium Association, the Marquette Upper Residential Condominium Association, the Property Manager, and the respective officers, directors, agents, employees and contractors from any liability related to the dry cleaning drop off and pick up service. None of the foregoing entities or persons has any responsibility for missing damaged clothing that is dropped off and/or delivered to the building pursuant to the service. A resident must sign the Release of Liability acknowledging this fact in order to participate in this service.
- c) Residents must put a credit card authorization on file with Band Box Cleaners to secure payment for laundry services. The front desk will not accept payment for any laundry services. If Band Box Cleaners receives laundry from a resident without a current credit card authorization from that resident, the resident will be responsible for dealing directly with Band Box to secure payment and/or obtain return of laundry from Band Box.
- d) Once the above arrangement has been made, a resident may drop off laundry in the package room or the front desk. Laundry shall be placed in a colored plastic bag (grocery store sized) and a completed laundry service order (see attached form) placed inside the laundry bag, which shall be secured at the top. The desk attendant will place the laundry bag in a laundry pick up bin in the secured commercial hallway for pick up by Band Box. After the first drop-off, Band Box will provide the resident with a personalized canvas bag for dropping off laundry.
- e) When clean items are returned to the building, Band Box will hang them on a clothing rack in the package room.
- f) Band Box Cleaners will let you know when pick up and drop off will take place. They will have a code for accessing the building and package room.
- g) Because rack space is limited, residents are required to pick up their laundry deliveries on a regular basis.
- h) The Association reserves the right to cancel this service at any time for any reason. The Association also reserves the right to exclude any resident from participating in the service at any time if the resident fails to comply in good faith with the rules set forth above or if the resident fails to pay Band Box for the laundry service. The Association may also remove a resident from the registration list in order to allow another resident onto the list if the first resident fails to utilize the service for a continuous period of four weeks.
- i) Residents who terminate their participation in the service for any reason are required to return the canvas to Band Box.



Exhibit U

ASSOCIATION RULES AND REGULATIONS

INDEX:

Introduction: Obligations - Responsibilities, and Definitions

Access and Security

Alcoholic Beverages

Assessments

Barbeque Grills

Bicycle Storage Area

Clogged Drains

Common Elements

General Construction/Contractor Activity

Community Room

Deliveries

Door Entry System

Guests

Elevators

Exterminating and Pest Control

Fire Alarm Policies

Garage Access

Guests

Leasing Policies

Locks,

Lost Keys and Lockouts

Mail and Deliveries

Maintenance Requests

Move-in/Move-out

Noise Disturbance

Newspapers

Pets

Pool Rules and Regulations

Resale and Refinance Policy

Smoke Detectors

Smoking

Storage Units

Trash Chutes / Recycling

Vacant Units

Window Treatments

Policies and Procedures Regarding Rules



RULES AND REGULATIONS

Introduction

These Rules and Regulations have been adopted by The Marquette Building Master Condominium association in order to provide for the administration, management, use and conservation of The Marquette Building property and for the health, comfort and safety of the Unit Owners.

The Rules and Regulations are reviewed regularly by the Association Board of Directors, and they make recommendations for updating or revising them. The Rules and Regulations are binding on all Unit Owners, occupants and residents, their families and guests. By adhering to these rules, we make our condominium a safer and more attractive place to live.

Obligations and Responsibilities

A. Unit Owners/Occupants Shall

- Maintain the condominium unit, furnishings and appliances in a clean, sanitary and safe condition and in compliance with governing building codes.
- Use in a reasonable manner all electrical, plumbing, sanitary, ventilating, air conditioning and other facilities and appliances, including elevators
- Not destroy, deface, damage, impair or remove any part of the dwelling unit or premises or facilities, common area equipment or furnishings, except as necessary when hazardous conditions exist that immediately affect the occupant's health and safety, without the approval of the Association Board of Directors.
- Inform visitors on the premises that they shall conduct themselves in accordance with the Association's governing documents.

B. Declaration Reference to Unit Owner Responsibilities

- As stated in the Declaration "If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage... as may be determined by the Association..."



Definitions:

Owner - A person whose name appears on the deed. For units owned in a corporate name, a primary occupant must be registered with the Association. The primary occupant may be changed once in each calendar year.

Tenant - A person who is renting a unit from an owner. All tenants must register with the Association. Tenancy is defined by a lease approved by the Association, and activation in the security system.

Guest - A person, other than the owner or tenant, living in a unit, and paying no compensation of any type to the owner or agent. All Guests must register with the Association. A registered guest may be on the premises without being accompanied by the owner or tenant.

Resident - An owner, tenant or guest living in a residential unit and activated in the security system.

Visitor - A person visiting a unit while the owner, tenant or guest (who is activated in the card access system) is present in the unit. All visitors must be authorized by the Owner/Resident. All Visitors must be accompanied by the owner, tenant, or guest at all times when the visitor is outside of the unit.

Registration - The process of entering information into the computerized access control System. It is predicated on the timely provision of appropriate documents to the management office. Registration for access cards to each occupant over 18 must be done in person on the day of arrival. Registration only needs to occur once; however, access is not permitted until date specific activation of access information is completed.

Management Agent - The company hired by the Board of Directors of the Association to manage the building services and finances.

Association - Marquette Building Master Condominium Association, Inc. a Missouri non-profit corporation owned by the Owners and organized to and in accordance with the act to manage and preserve the property, building and improvements.

Doorperson/Concierge - The person hired by the Managing Agent to reside in the Marquette Building, front lobby (hours may vary). Duties include but are not limited to receiving deliveries and packages, assisting residents, guests, visitors, security, monitor cameras and Access Control system and posting orders as directed.



Access and Security

For security purposes, everyone must cooperate to control access to the building, garage, and property. Registration of all owners, guests and tenants, and authorization of all visitors are key to the security of the building.

- All tenants must be pre-registered by the owner of the rental agent using the appropriate applications and forms. See Sub-Unit Owners Leasing Policy & Procedure and Leasing Packet attached hereto as Exhibit L.
- All guests of the owner or tenant must have written authorization from the owner or tenant of that unit using the guest registration form. A guest is considered to be someone living in a unit and paying no compensation. Guests must have written authorization by the owner or tenant named on the lease. Please obtain the guest authorization form from the Security Desk. The guest authorization should be received at the Association office during regular business hours in advance of the guest's arrival.
- Anyone living in the building for longer than 30 days must be registered with the property manager and go through rules orientation. The unit owner is responsible for notifying the property manager if a guest will be living in their unit for longer than 30 days.
- For the owner's protection, guests without written authorization will not be registered and will be asked to leave the premises. Guests may not authorize other guests.
- All visitors, deliveries, and contractors must be authorized by the resident before they will be allowed access to the Marquette Building and must register with the Doorperson/Concierge. Residents must ensure that the Association has the correct phone number of their unit. Visitors and deliveries to units without a phone number will not be allowed beyond the lobby unless the registered occupant personally escorts them.
- Anyone not activated or not signed in as a visitor or contractor is trespassing and will not be allowed to remain on the premises.
- Every person in the building must cooperate with the Doorperson/Concierge by showing identification when requested.
- For security purposes, staff may request ID for individuals not known to them. Failure to courteously cooperate is a violation of these rules.
- Access to the Marquette Building lobby, rear alley door, elevators and garage require the use of a code.
- A person may request the Doorperson/Concierge staff to unlock a unit door if the owner has left a key with the Association and if the person requesting the service is registered to that unit and activated for that date. There is no fee for this service to the owner of the unit whose name appears on the Association's records.
- Under Missouri Statutes governing emergency access, the Association has the right to enter any unit to protect the common areas or another unit. In the event access is not made possible through the cooperation of the owner (such as leaving a key with the Doorperson/Concierge) the Association has the right to authorize its managing agent to gain access.
- Unaccompanied guests must be at least 18 years of age to use the facilities without owner or tenant supervision. Proof of age by government issued ID will be required at registration.



Alcoholic Beverages

- Except for Association hosted events, open containers of alcohol are prohibited at all times in common areas of the building with the exception of the 5th floor community room, deck, and the 20th floor pool deck.
- In addition, beverages are permitted on the pool deck only in cans or plastic containers. Glass is strictly prohibited on the pool deck.
- The fine for violating this rule is \$100 per incident. Residents are responsible for violations by their guests.

Assessments (for Sub-Unit Owners)

- You have been provided with a statement of your assessments. These assessments are your allocated interest in the "common" and "limited common" elements of the entire Marquette Building. Assessments are due on the 1st day of each month. Therefore, Owner's should make payment through the HOA resident online portal or via check before the first of the next month.
- The Association is entitled to impose an administrative charge of twenty-five (\$25.00) for each of the first two late payments during any twelve consecutive calendar month period; for each additional late payment during any twelve consecutive calendar month period an administrative charge of one hundred dollars (\$100.00) will be imposed. In addition to the administrative charge, delinquent assessments shall bear interest at the rate of eighteen percent (18%) per annum from the due date until paid. If any assessment, or installment thereof, is delinquent for ten days, then that assessment and all other assessments then a lien may be declared by the Executive Board to be immediately due and payable in full, with interest, without further notice and may be foreclosed by the Residential Association. As a reminder, the Association shall have a lien on each unit to secure any unpaid condominium fees, assessments or fines.
- A \$50 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. If two or more of an owner's checks are returned unpaid by the bank within any twelve-month period, the association may require that all of the owner's future payments, for a period of one year, be made by certified check or money order.
- See Collection Policy and Procedures, Adopted January 5, 2009, and attached hereto as Exhibit K.

Barbeque Grills

- There are barbeque grills located on the 5th floor rooftop deck for your use. Please respect your fellow residents by cleaning the grill after usage.



Bicycle Storage Area

- A bicycle storage room is located in the basement. Entry is via the rear door in the alley directly east of the building.
- Please contact the Property Manager so they can arrange access.
- For security, please lock your bicycle in the bicycle racks.
- Unidentified bicycles shall be removed from the bicycle room.
- Bicycle registration is required annually. Thirty days after the bicycle registration has expired the unit owner will be notified in writing. Ninety days after the registration has expired the bicycle will be removed and donated to charity.
- Bicycle registration for tenants will expire when the lease expires. The manager nor the Association will be held responsible for any item stolen or damaged while inside the bicycle storage area. (See Bicycle Registration Form - Exhibit D).

Clogged Drains

- In the event an owner or tenant of a unit reports a clogged drain in their unit to the Property Manager, the Property Manager is authorized to contact the approved plumbing contractor (per designation by the Board of the Upper Residential Condominium Association) to come to the building to clear the drain.
- The Property Manager shall instruct the plumbing contractor to write on its invoice the distance from the drain the obstruction was encountered (i.e. the number of feet of cable used to reach the obstruction).
- If the obstruction is 10 feet or less from the drain, the unit owner shall be responsible for the bill and the Property Manager after paying the invoice shall charge the amount to the unit owner's account. If the obstruction is more than 10 feet from the drain, the Association is responsible for the bill and shall pay the invoice and charge it against the Master Common Expense.
- In the event an owner or tenant of a unit contracts on their own for clearing of a clogged drain, the Association shall reimburse the owner or tenant the cost of clearing the clogged drain if the owner or tenant furnishes to the Association satisfactory evidence that the obstruction was more than 10 feet from the drain; however, the Association shall reimburse no more than what the approved plumbing contractor would have charged for performing the work.

Common Elements

The main common elements are the lobby, elevators, media room, corridors (including exterior doors), stairways, pool, pool deck, and 5th floor roof deck.

- Proper attire (shirt, covered swimsuit, and shoes) is required in the lobby, elevators, corridors and media room. Persons returning from the pool in wet clothing and bathing suits must towel dry before entering the building.

MARQUETTE

- Smoking is not permitted in any of the common elements, including the pool deck (20th floor) and lounge and patio (5th floor). The fine for violation of this rule is \$1000 per incident
- No smoking is permitted within 25 feet of the Building's front entrance and 8th floor parking garage entrance. Persons smoking elsewhere in the garage shall not discard cigarette butts and other smoking materials in the garage. The fine for violation of this rule is \$100 per incident.
- Rollerblading, skateboarding, and/or riding scooters are not permitted anywhere on the property. Running, playing, horse playing or loitering is not allowed in any common element.
- The St. Louis Fire Department requires that you do not place mats, boots, or other obstacles in the halls as they pose a hazard to the fire department in case of an emergency. They also detract from the appearance of the residential corridor. Items found in the hallways shall be discarded by Management.
- Exterior and interior key-controlled doors shall be kept locked at all times. Exit doors which automatically close and lock may never be propped open.
- Distribution of literature in the lobby, corridors, or under the doors is not permitted, except for official Marquette communications. If you wish to have a flyer distributed to residents, please drop a copy off at the Doorperson/Concierge desk in the lobby where it will be displayed for no longer than two days.
- Elevators, doors, hallways, walls and entry glass are not to be used for posting messages.
- Luggage carts are available in the hallway by the mail room for your convenience. If you need to use one, check the cart out with the Doorperson/Concierge and then return it promptly. You may not leave a cart sitting outside your unit while you put away your packages. Carts must be returned to the front desk and not left on elevators or in hallways.
- Junk mail must be discarded appropriately, not left on the shelf or floor by the mailboxes. Anything placed on, attached to, or projecting into a common element requires approval from the Association.
- No signs or decorations may be placed in the common elements or unit windows or doors without the authorization of the Association.
- A limited number of storage spaces are available for assignment to owners. These may only be used for personal items of the owner and may not be used to store any commercial products, hazardous products, business equipment, tools, or supplies, etc.
- Children up to the age of 18 are the responsibility of their parents or legal guardians, including full supervision of them, while within The Marquette Building Condominium property. This includes compliance with these and all rules and regulations of the Condominium.
- The pool deck, community room, and 5th floor patio may be used only by residents and escorted guests (unless the guest is registered and oriented, in which case they may use these areas unescorted). Residents are limited to two guests at a time in the pool area.
- Private parties, other than those sponsored by the Association, are not permitted in The Marquette Building common areas. Reservations for private use are to be scheduled with the manager/front desk personnel. A refundable \$100 cleanup fee will be assessed.

MARQUETTE

- Owners may be responsible for damages due to excessive dirt, wear and tear, or abuse of common elements caused by their actions or those of tenants, pets, guests, visitors, persons working for them, agents, etc. A cleanup fee of \$25 per hour will be assessed to the unit owner originating the mess.
- The corridors, stairways and elevators are to be used only for entering and exiting. They may not be used for other purposes, and no items are to be left or displayed in them.
- Alcoholic beverages are permitted on the 5th Floor Party Room and Deck and pool deck (20th Floor)
- No open containers of alcoholic beverages are to be consumed in the remaining common areas, unless approved by the Association.
- No glass is permitted on the pool deck (20th Floor) (both upper and lower decks).
- No food is permitted on the lower pool deck (20th Floor). Food is strictly prohibited on the upper pool deck.
- Soliciting is not allowed in the Marquette Building Condominium.
- Move-ins, move-outs, and bulky deliveries are to be scheduled Monday through Saturday beginning after 8:00 AM and finishing before 4:30 PM; no full move-ins are to begin after 1:30 PM and no items are to be moved from 4:30 PM to 6:30 PM; there are no move-ins or move-outs on Sunday or holidays. The building's designated elevator must be used in conjunction with any move-in or move-out of the Building. The elevator must be reserved with the Association at least three (3) days in advance of the move, and a \$500 refundable deposit must be posted, which will be refunded promptly if no damage has occurred to Association property. To protect the carpets and flooring, the resident is required to have protective coverings throughout the common elements and remove them by 5 pm each day. The unit owner will be responsible for damage to carpet, walls, or any other common elements. See Move-In/Move-Out Policy & Procedures and Move- In/Move-Out Elevator Request Form attached hereto as Exhibits H and I).
- Cleaning carts, except those used by the Association, are not allowed in any common element.
- No flammable, combustible, toxic, or explosive substance shall be kept in any unit or limited common element assigned to that unit, excluding those required for normal household use.
- All doors leading from the building to the outside or to the garage are to be closed at all times and are not to be blocked open.
- Unit doors to the corridors are not to be left open at any time.
- All refuse must be put in sealed garbage bags and placed in the trash chute. A trash chute room is located on each floor and is open daily. See, "Trash Chutes" for more information on the trash chute.
- Residents are prohibited from engaging in any activity in Sub-Units or common elements of the Building that is illegal under the laws of the United States, the State of Missouri or the City of St. Louis. A violation of this rule shall subject the Unit owner to a fine of \$100 per incident. Each day that an illegal activity continues constitutes a separate incident.

MARQUETTE

- The television in the lobby is for residents and guests to view news updates while in the lobby. During hours the security desk is staffed, the television in the lobby shall be tuned to a continuous news program except by permission of the Upper Residential Condominium Association. The television should be turned off during the hours the security desk is not staffed.
- Computer games, DVD's and other peripheral devices may not be connected to the television in the lobby except during social events sanctioned by the Upper Residential Condominium Association.

Construction/Contractor Activity

- Any construction or improvements (beyond painting) in a unit requires approval in writing from the Association and may require work permits from the City of St. Louis. A refundable deposit of \$500 is required to cover possible damage to the building and its equipment.
- Please, submit any plans, specifications, and certificates of insurance of all contractors to the Management Office, for approval, prior to the work being done. Work is allowed only on Weekdays - 8 a.m. to 4 p.m.
- No work is allowed on Saturdays, Sundays or Holidays.
- Such work is defined to include, but not be limited to, any activity such as laying carpet, laying floors, or any other repair work that will tend to generate noise which can be transmitted through the walls and floor to create a disturbance for neighboring residents.
- All contractors must submit copies of their license, permits, and Certificate of Insurance to the Association.
- All requests for assistance from The Marquette Building staff shall be made through the Management Office. Do not contact the maintenance personnel directly. In an emergency contact the front Doorperson/Concierge.
- It is the responsibility of the resident/owner to advise trades people and crafts people to supply appropriate protection for common areas and furnishings. Any damage to such components is the responsibility of the resident/owner. Repair costs shall be borne by the resident/owner.
- Trades people and crafts people enter through the rear door, not the lobby, unless they have large materials or equipment that will not fit through the narrow alley.
- Any interruption in water service due to repairs or renovations must be coordinated through the Management Office at least 48 hours before the interruption of service so other residents can be notified.
- Special sound-deterrent materials may be required before laying hard-surfaced treatments. The Property Manager can provide information.
- All work on a unit must be done in the unit and not in the corridors or stairwells or other common elements. Construction materials or any other items are not to be propped against the walls of the building.
- Any plumbing or electrical work requiring cutting off utilities or affecting other units must be approved in writing by the Association Board of Directors.



- Trash dumpsters must be approved by the Association. Cost of the dumpsters is to be paid by the Unit Owner.
- Any contractor doing unauthorized construction will be banned from entering the building and doing any future work in the building.

Community Room

- A large screen Television and entertainment system has been provided for your viewing pleasure. This equipment has been equipped with satellite and all the sport packages available. Please treat this system with the utmost respect. No children under the age of 18 are allowed to use this room without adult supervision.
- Computer games, DVD's and other peripheral devices may not be connected to the television, except during social events sanctioned by the Association.
- Any tenant leaving this area has the responsibility to ensure that it is cleaned up. If this area is unclean when you arrive, please report this to the Management Office as soon as possible. A \$25.00 per hour clean up fee will be assessed to unit owners leaving this room littered.
- The community room will also have high-speed internet (DSL) access using a wireless hub.
- The community room is reserved on a first come, first served basis. Hours of use are: Monday - Sunday 11:00 am - 9:00 pm Approved Parties 11:00 am - 10:00 pm
- Wireless Username: Marquette Wireless Password: marquette

Deliveries

- The receiving area for packages is located at the end of the Main Lobby (Broadway). Residents should instruct carriers to use the appropriate code to gain access to the building and the package room.
- If you know that you will not be home when a package is expected, notify the sender to deliver the item to the Doorperson/Concierge desk in the front lobby. The front desk will not accept perishable items (such as food or flowers), or large packages which take up considerable space.
- We strongly recommend that residents be home or make arrangements with a friend when they are expecting a delivery of furniture or groceries. If you are not able to be at home for the delivery, please fill out a Permission To Enter slip (attached hereto as Exhibit B or may be picked up at the Guard's Desk) in order for us to release your key to the delivery person. We will only issue your key to the delivery person, but we cannot escort him to your unit. Since we will not witness the actual delivery, we cannot sign any receipts indicating acceptance. WE WILL ONLY ISSUE YOUR KEY UPON RECEIPT OF YOUR WRITTEN PERMISSION. PLEASE REMEMBER THIS IS FOR YOUR PRIVACY AND PROTECTION.
- When purchasing a large item, such as furniture, be sure to find out the policy of the store on deliveries. If the store requires someone to be in the unit at the time of delivery to sign for the merchandise, then you must make arrangements to be available on the delivery date. Special care should be taken not to damage hallway walls or stairwells. Any damage resulting from move- ins, move-outs, or deliveries will be charged to the resident



responsible for the move. The rules and regulations of the Move-In/Move-Out Policy attached hereto as Exhibit H apply to large deliveries, requiring reservation of an elevator and \$500 deposit.

Door Entry System and Guests

- Any visitor or delivery person must call the resident from the lobby directory phone. The Doorperson/Concierge will not open the lobby door for visitors. If you will not be home when a guest arrives and wish to leave a key with the Doorperson/Concierge you must also leave a written "permission to enter" slip. These are available from the Management Office and the front desk. The key should be placed in an envelope and clearly marked with the owner's name and the name of the guest who is to receive the key. REMEMBER, NO MARQUETTE BUILDING PERSONNEL WILL ACCOMPANY ANY PERSON TO YOUR UNIT.
- All residents are requested to use their code to gain access to the inner lobbies through the entry glass door. Personnel at the Doorperson/Concierge desk have been instructed not to open the door automatically. While many residents appreciate the personnel recognizing them and opening the door on sight, it is for the overall good of the residents that everyone uses their access card for entrance. Please do not allow a stranger to follow you into your building.

Elevators

- There are two elevators serving the residential portion of the building. Only one elevator may be used for moving. Please do not use the HOLD button for moving purposes as it disrupts the service of all elevators in the building, causing many residents' inconveniences. Elevators used for move ins, move-outs, pick-ups, transferring of furniture or large deliveries must be scheduled with the Doorperson/Concierge at least ten days in advance of the date the elevator is needed. The designated elevator can be used for moving ONLY after it's scheduling is approved by the Doorperson/Concierge. This is to avoid conflicts of elevator time.
- We have a 24-hour maintenance contract on our elevators, and would appreciate your notifying us of any malfunction as soon as possible. Please do not allow small children to use the elevator unescorted and instruct older children to gently press only the floor required. NO SMOKING, EATING, OR DRINKING will be allowed in the elevators at any time.
- For your protection, there is an emergency signal in each elevator cab. In case of distress, push the button to open a communication line directly to the lobby desk. You can speak and hear directions clearly through the open channel. Please remember that fire regulations require that ELEVATORS NEVER BE USED IN CASE OF FIRE.
- Operation of the elevators requires use of your code.

Exterminating and Pest Control

- An exterminator employed by the Condominium Association makes regular calls to the Marquette Building to service the Common areas. Any resident who desires this service in his/her Unit should call the Management Office and make arrangements for scheduling and payments.

Fire Alarms

- For further emergency procedures, see evacuation procedures (exhibit J)
- In determining priorities in case of a fire, the saving of lives must always be placed first. Recognizing this, the City of St. Louis in 1981 adopted a fire code that requires specified safety equipment in high rise buildings, and the Fire Marshall's office established procedures for evacuating a building which, if followed, should save lives that might otherwise be lost.
- The Marquette Building is equipped with the devices required by the fire code. What they are and how they function will be explained. Our first concern, however, is the evacuation procedures. Memorize the key words given below and act on them immediately should the fire alarm sound:
 - **RESCUE** - Get everyone out of the fire room immediately if the fire is in your unit.
 - **CONFINE** - Close all doors as you exit your unit. If possible, windows too.
 - **ALERT** - Notify other occupants of fire (Manual alarm or door to close.)
 - **ALARM** - Call the Fire Department - 911
 - **EVACUATE** - In necessary, proceed to the nearest "Safe" exit. Crawl if necessary. Proceed to the stairwells to exit the building. Do not use ELEVATORS.

Remember the order of the given procedures and follow this order, if possible. Circumstances may dictate a change in sequence. All the listed actions are essential. Additional material concerning these procedures may clarify their importance and give helpful suggestions.

- **RESCUE** - Unless the fire is small and can be quickly extinguished with water or a fire extinguisher, get out of the fire area. Don't try to use the fire hose in the hallway.
- **CONFINE** - Closed doors will for a while slow down the spread of flames, heat, smoke and gases. An open window can lead the fire in your direction. Be sure to take your key with you.
- **ALERT** - Alerting residents on your floor so that they can evacuate the building facilitates the rescue of those who need help from the fireman. Their check of each unit can be done more quickly if all who are able have left.
- **ALARM** - The Fire Department urges that we do call 911. Mechanical alarm systems can fail. It would rather have several calls than none or one that is delayed.
- **EVACUATE** - Most loss of life is caused by the by-products of fire: panic and smoke. Knowing what to do in case of a fire and participation in fire drills will help control panic. An understanding of why smoke is dangerous and what to do to avoid smoke and its effects will also help control panic and help get you safely out of a burning or smoke-filled building.
 - Smoke is a killer because it takes away breath and sight - two things essential for evacuation. Smoke is extremely irritating to the eyes. Your eyes can take only so much irritation before they close. You will not be able to open them as long as there is smoke in the area. Smoke does not contain oxygen. Smoke in the air limits or prevents the intake of oxygen. Prolonged breathing of smoke can cause death by asphyxiation.



What To Do - If Evacuation is possible

- If you smell smoke or hear a smoke alarm, quickly inspect your unit to determine the source. If the smoke is coming in from the corridor, check the door with the palm of your hand. If it is not hot, with your palm still on the door, in case you need to slam it shut, slowly open the door and look into the hallway to assess its condition. If you are physically able and feel that you can safely leave your unit, do so. Don't forget to take your keys.
- Move toward the nearest safe exit. Smoke starts accumulating at the ceiling and works its way down as the volume increases. The freshest and cleanest air, therefore, will be near the floor. If there is little smoke, walk toward the exit, if there is much, crawl - or roll if necessary. Stay against the wall on the side where the exit is located. It is easy to get lost or disoriented in smoky atmosphere. You can make a fairly good smoke filter by folding a wet towel in a triangle, tying it around your nose and mouth, and putting the third corner in your mouth. Keep your hands free.

What To Do - If Evacuation is Not Possible

- Call someone and report you are unable to leave your unit.
- Make a smoke filter.
- Wet sheets, towels, anything to stuff around the door to keep smoke out.
- If the smoke gets thick, open a window to vent some of it. Never break the glass.

THE MARQUETTE BUILDING- FIRE EVACUATION PLAN

No two buildings and no two fires are alike. When an alarm is sounded, the only way to avoid panic is to be well rehearsed on our building halls, stairs, exits, and on your choices for self-protection. If you decide to stay in your unit, which may be the best decision, you must know the proper precautions to take. If you decide to evacuate, you must know how and be so well rehearsed on your choices and precautions that calm recall is easy and automatic.

High-rise condominiums such as the Marquette are solidly constructed as to be fire resistive, and fires are usually confined to one floor, and in a unit, to its furnishings. The St. Louis Fire Department is constantly studying our buildings and is prepared to respond promptly to alarms and to come with a full complement of heavy equipment. The men and women are trained on how to control fires quickly and on rescue. But you must help by knowing what decisions to make, and how to help. Keep our Evacuation Plan and ponder over it regularly for your own protection and safety of all.

FIRE OR ALARM- WHAT TO DO

If there is a fire in your unit:

- Call 911 at once, reporting a fire at 314 North Broadway, your floor and unit number.
- Leave your unit quickly, closing the door behind you, but leaving it unlocked
- Notify others on your floor.
- Seek refuge. You can go down one of those two stairwells at each end of the hallways which lead to the lobby of the building. If there is smoke in one stair well, you might want to check the other. When you reach the lobby, exit the building immediately.



If there is a fire in a unit near yours:

- Call 911 giving the address.
- Before you leave your unit, feel the doorknob of a hall door. If it is hot, the hall is dangerous, and you should not leave. If the doorknob is not hot, open the door cautiously. If the hall is quite smoky, do not leave your unit. Remain in it with all doors closed but unlocked.
- Place wet towels under all hall doors to prevent infiltration of smoke.
- Communicate with the ground personnel by waving a pillowcase or sheet from an open window.
- If you decide to leave your unit, you may lock the door behind you and seek refuge.

If there is a general fire alarm:

- Follow the guidelines for staying in your unit. This may be your choice if you do not wish to walk down many floors.
- Remember, the elevators will not be used by residents by general order of the Fire Department.
- If you wish to leave your unit, you may lock the door behind you and follow the guidelines above.
- Take your keys with you.

IMPORTANT

- Notify the Fire Department.
- Evacuate.
- The fire hose is for use of the Fire Department only.
- We recommend that each Owner/ Resident purchase a small home fire extinguisher.
- If you have any questions, please pass them along to the Management Office.

QuikPark Parking Procedures- Please see CitiPark Policies and Procedures (Exhibit N).

Access Cards:

- All tenants must use the access card for entry and exit. After entering the garage from 4th street, the tenant must pass through the gated access on the 7th Floor and should park in designated parking stall. If the access card is not used for entry and exit through both gates, the card will not work. If such incident occurs, the Resident will be responsible for paying the normal hourly rates.
- The access card is also to be used for entry through the pedestrian doors on Olive Street. The pedestrian door next to the stairwell will be locked 24 hours a day.
- Each access card is for use by one vehicle for entry and exit. Sharing your access card with another individual is not allowed. If the card is not used properly or if the card is used to allow other vehicles to enter or exit, the card will be suspended.
- Contact CitiPark immediately if your access card is lost. There will be a \$10 replacement fee for all lost cards. Office hours are 8am-4pm Monday through Friday. Your replacement



card will be provided within 24 hours of notification during normal business hours. If your access card is lost after hours and you would like a replacement card at that time, there will be an additional \$25 fee for replacement during non-business hours. The After-Hours Emergency telephone number is 314-537-3520.

- If you have multiple vehicles, each vehicle must have its own access card.

Mirror Tag

- All tenants must display the mirror tag provided to you while parking in the garage.

Vehicle Information

- All tenants must provide vehicle information such as make, model and license plate number. If there is a change in your vehicle information, please notify CitiPark so that we may update your information.

Safety

- CitiPark does not guard or assume care, custody or control of your vehicle or its contents and is not responsible for fire, theft, damage or loss. PLEASE REMOVE ALL VALUABLES FROM YOUR VEHICLE!

Cleaning

- From time to time the garage will be cleaned and power washed.
- Cleaning of the garage will be coordinated through your building management to give you advance notice to avoid inconvenience.

Special Events

- If there is a special event or tenant would like to make arrangements for guest parking, contact CitiPark 7 days in advance for more information.
- Guest parking will be at posted rates or coupons can be purchased in advance to validate.

General Rules

- Children are not permitted to play in the garage.
- Nothing occupying a parking space shall extended into the traffic lanes.
- Items used to protect cars should be appropriate car covers.
- No maintenance, other than emergency repairs, may be performed in the garage.
- Any vehicle parked in an unauthorized space, or not having the correct identification from the Association will be towed at the vehicle owner's expense.
- Persons speeding or driving recklessly in the garage may be banned from parking in the garage, or fined or both.
- Parking Garage rules are subject to change at any time by CitiPark, the garage operator.



Guests

- Anyone living in the building for longer than 30 days must be registered with the property manager and go through orientation.
- The unit owner is responsible for notifying the property manager if a guest will be living in their unit for longer than 30 days.
- The pool deck, community room, and 5th floor patio may be used only by residents and escorted guests (unless the guest is registered and orientated, in which case they may use these areas unescorted).
- Residents are limited to two guests at a time in the pool area. The fine for violating these rules is \$100 per incident.

Leasing Policies- See Sub-Unit Owners Leasing Policy and Leasing Packet (Exhibit L).

- The Board 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.
- Every 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 the provision 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 should be so bound.
- The Sub-Unit Owner must provide their tenant(s) with a copy of the Rules and Regulations of the Association.
- 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, Bylaws and rules and regulations.
- No Sub-Unit may be leased, renewed or extended, unless and until:
 - 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, Bylaws and rules and regulations.
 - 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, Bylaws 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, Bylaws and rules and regulations.



- 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 with 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.
- Each Residential Lease shall appoint the Executive Board to act as agent and attorney-in-fact for the Sub-Unit Owner for the purpose of enforcing the terms, covenants and conditions of said Residential Lease, other than the non-payment of rent. If any such 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 taken pursuant to the Supplemental Declaration and Bylaws.
- Every Residential Lease shall have minimum initial and renewal terms of six (6) months each and no such Residential Lease shall be on a month-to-month or holdover 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.
- The Executive Board shall have the right, on its discretion, to declare terminated any Residential Lease of a Sub-Unit which violates any of the provisions of the Supplemental Declaration, the Bylaws and rules and regulations.
- Further, in the event that the Executive Board incurs any legal fees, costs or other expenses in connection or by reason of any violation by any tenant of a Sub- Unit of the terms and provisions of the Supplemental Declaration, the By-Laws or the rules and regulations, then 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, then same shall constitute an assessment against and a lien upon the Sub-Unit, which lien shall be enforceable the same as other assessment liens.
- All dues and assessments on Sub-Unit must be current before a move-in is allowed.
- Sub-Unit Owner is not relieved of any obligations under the Declaration, Bylaws or rules and regulations including but not limited to payment of assessments.
- 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.
- 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 Subunit Owner/Lessor providing the information described in the forms contained in the Leasing Packet (Exhibit L.)
- Failure to provide notice to Property Manager as outlined in the Leasing Packet will result in a \$500.00 fine and the right to block a move-in.
- 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. This 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.

MARQUETTE

- The Property Manager 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 his designee, shall be present on the move-in date to perform the pre- and post-move-in inspections.

Locks, Lost Keys and Lockouts

- Unit owners are required to have current locks keyed to the Association master key or, if unit owners have a combination lock, they must provide the Association with a code to the combination lock.
- The fine for violation of this rule is \$500 per incident.
- If you accidentally lock yourself out of your unit during office hours, you may sign out the Management Office's copy of your key from the Doorperson/Concierge. After office hours contact a locksmith.
- If you change your locks, two copies of your new key must be left with the Property Manager for emergency reasons, i.e. broken pipes, fire, etc.

Mail and Deliveries

- All mail must be cleared from the mailbox on a weekly basis. Per post office instructions, accumulated mail will be returned to sender.
- Mail delivery is a service of the Association. Only activated residents will have mail delivery. Mail delivery by the Association will not be provided to guests and visitors.
- Due to the difficulties in set-up and forwarding, residents of less than six months are encouraged to arrange for mail through a commercial private mail concern (Mail Box Plus or Mail Box Etc.) or by securing a post office box.
- Packages may be retrieved from the Package Room or from the Front Desk.
- Packages, deliveries, and weekend special deliveries must be accepted by the unit owner.

Maintenance Requests

- In the event that there is something in your condominium that requires attention from the maintenance staff, please contact the Property Manager so that they can suggest vendors.
- During non-regular office hours, emergencies are handled through vendors' after-hours emergency call numbers.

Move-in/Move-out - See Move-In/Move-Out Policy & Procedure (Exhibit H.)

- Before anyone shall be allowed to move into the Marquette Building, a \$500.00 deposit shall be paid to the Association.
- The \$500 is refundable and shall be returned immediately if no damage to common areas is observed.
- A move is defined as moving into the Building, moving out of the building, picking up or delivery of furniture or large items into or out of the Building, or transferring of furniture within the Building.

MARQUETTE

- All moves into or out of a Sub-Unit must be scheduled in advance with the Property Manager. Only one move can be accommodated at a time, and the elevators may not be available on certain days for other reasons. Therefore, residents are advised to schedule a move as soon as they know that they will need the elevators for a move. The Association will attempt to accommodate residents with their desired move date, but the Association reserves the right to determine what day a move will be permitted to occur.
- A new owner or resident who is moving into the building must also comply with the Association's Leasing Policy & Procedures and/or Sales Policy & Procedures (Exhibit L), before a move into the building is permitted.
- New owners and residents are responsible for fulfilling the requirements of these policies. A move will not be permitted if these additional policies are not complied with in conformance with the policies.
- A new owner or resident may contact the Property Manager for information regarding these policies.
- The Security Guard will stop anyone who attempts to move in or out of the building without prior authorization by the Property Manager.
- The Association requires \$500.00 move-in deposit which is refundable and shall be returned if damage to a common area is not observed. This check will not be cashed unless necessary. This deposit is held on contingency to cover expenses in the event of any damage to the common elements caused by the move, or to ensure compliance with the Association's Rules and Regulations as it relates to moving and use of the elevators. Non-compliance of the rules may result in forfeiture of the deposit.
- Moves into or out of the Building are to be scheduled Monday through Saturday beginning after 8:00 AM and finishing before 4:30 PM.
- 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 Sunday or holidays. Failure to adhere to these hours shall cause forfeiture of the refundable deposit.
- The Building's designated elevator must be used in conjunction with any move-in or move-out of the Building.
- 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. Protective pads to cover the walls of the elevator will be placed in the elevator immediately prior to commencement of a move and taken down promptly after the move has been completed.
- In the event that moving a large article that does not fit in the designated elevator becomes necessary, the stairs are the only available alternative. The maintenance staff cannot be engaged to help move such items if this situation arises. The moving party must make necessary arrangements and pay all related costs for this work.
- The Property Manager and/or their staff will inspect all common elements for damage before and return the elevator to normal service. The Property Manager and/or their staff shall complete and sign the Post-Move section of the Move-In/Move-Out Elevator Request Form and obtain the signature of Owner, Tenant or Representative of Owner of Tenant.

MARQUETTE

- If new damage to common elements is noted on the post-move inspection, the Property Manager shall determine the cost to repair such damage. The cost of any repair of damage to common elements caused by the move shall be deducted from the refundable portion of the moving deposit. If the cost of repairs exceeds the deposit, the balance due to the Association will be paid within 30 days of the date of (i) the move or (ii) the completion of repairs, whichever occurs later.
- Sub-Unit owners are responsible for any damage to common areas caused by themselves, their movers, or their tenants when moving into or out of the Building.
- In the event the designated elevator goes out of service during a move, the move must be suspended until that elevator is back in service.
- Elevator use for move-ins and move-outs must be scheduled with the front desk personnel or manager at the front desk at least three (3) days in advance of the date the elevator is needed.
- The Move-In/Move-Out Elevator Request form (Exhibit I) must be fully completed and submitted along with the \$500.00 refundable deposit at the time of the request.
- Failure to provide notice to the Property Manager and schedule the elevator as outlined above will result in a \$500 fine and the right to block a move-in.

Noise Disturbance

- No disturbance noises are allowed
- Vocal or instrumental instruction is not allowed at any time.
- Persons listening to electronic devices in the common element areas (including the lobby, corridors, and pool areas) must use headphones.
- Please be courteous to your fellow residents between the hours of 10 p.m. and 7 a.m. Monday through Friday, and 11 p.m. and 7 a.m. on the weekends. Use reasonable judgement when it comes to the noise level from your unit.
- The sounds of electronics may carry easily in a condominium environment. Due to this fact, please do not mount your stereo speakers directly to the walls of your unit, and keep the volume and bass turned down so as not to disturb your neighbors.
- Brackets may be used to keep the speakers away from the walls. Floor speakers should be mounted on soundproofing material. Please be considerate of your neighbors while entertaining.
- Barking dogs are very disturbing to your neighbors. It is the pet owner's responsibility to resolve the problem. (See Pet Policy-Exhibit G).
- If you are disturbed by another resident's noise and your attempts at quieting him or her or their pet do not work, contact the Management Office during business hours and the staff will be pleased to help you resolve the problem.

Newspapers

- Owners/Residents can arrange for newspaper delivery.



Pet Policy

- The Marquette allows residents to keep pets in the building. In order to ensure that the building remains "pet friendly" it is imperative that pet owners ensure a "people friendly" atmosphere. That means that each pet owner must be considerate of other residents regarding issues of pet noise, odor, and sanitation, and be sensitive to the safety and personal concerns of their neighbors.
- Because it is impractical for the Association to police all pet activities at all times, it is up to each pet owner 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 general pet-caused problem, whether covered by the rules or not, and there are no identifiable offenders, Management and the Board will take steps to solve the problem. These steps could include restrictions and/or higher fees, which would affect many more pet owners than those who are the real 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 have the right to take steps with that pet's owners to solve the problem or to remove the pet from the premises.
- The regulations below outline required steps for registering pets, identify rules and procedures for common pet issues, and detail the fine and disciplinary action that will result if a pet owner fails to abide by this policy.

Registration

- All dogs must be registered with the Marquette Condominium Association.
- Pets must be registered with Association prior to move-in or pet acquisition.
- Registration forms are available at the lobby desk with concierge or in the building's website/
- Registration renewal is conducted annually.
- Registration consists of providing information and a picture, as well as signing a Pet Registration agreement that includes these Rules and Regulations.
- Dog owners who are registering their dog for the first time will need to pay a \$200 annual registration fee per dog.
- Any pet owner who is not also 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.
- Pet owners need to provide proof of required vaccination. This can be in the form of a receipt from the veterinarian.
- Registration is not transferable to another animal.
- The schedule of pet registration and associated animal fees are determined by the board.
- All pets living in the Marquette building must comply with all Missouri state and Federal regulations.
- Only resident dogs are allowed to live in the building. No visiting dogs over 75 pounds shall be allowed.



Weight and Number Restrictions

- The Supplemental Declaration of Condominiums and By-Law 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 used by legally blind individuals and "helper" animals used by handicapped individuals are exempt from the weight restrictions.

Restricted Areas and Transit Through the Building

- Pets are restricted to their unit, the Pet Park, and to transit through common areas only.
- While transiting through common areas, pets' movement must be controlled and should not be allowed to loiter.
- Pets are not allowed in the pool deck area, fifth floor patio, or fifth floor party room.
- While transiting through any common area, pets' movements must be controlled- they must be on a fixed length leash (no longer than 6 feet in length), in a carrier, or in a cage.
- Retractable leashes are prohibited.
- The corridors or garages shall not be used for exercising pets.

Conduct on Elevators

- On elevators, pet owners must respect the rights of non-pet owners to ride alone. Many people are frightened or allergic to animals.
- Pet owners 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

- Residents shall pick up and properly dispose of pet waste inside and outside the building and at the Marquette Building Pet Park.
- Pets shall not be allowed to 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, or on the benches. This causes unsightly stains, deterioration of the surface, and unpleasant odors.

MARQUETTE

- 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.
- In order to comply with this policy, pet owners are required to:
 - Always carry a bag or towel with them when taking their dogs through common areas.
 - Use that 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).
 - Return to the site of the mess within 15 minutes and completely sanitize the areas where the accident occurred with proper cleaning supplies. That includes sanitizing the areas with soap and water or a pet enzyme cleaning solution and drying the area after it has been thoroughly cleaned; and
 - If the accident occurred on a carpeted area, report the accident, its location, and the date and time of the accident to building manager by leaving a written note at the front desk address to the building manager. This is so the cleaning staff can follow up to ensure that the mess was properly sanitized.
 - Failure to properly dispose of pet waste shall result in an immediate "cost of cleanup" charge based up the damage incurred and the cost incurred to clean up.

Pet Behavior

- Pet owners must be conscientious of other residents and pets in the building.
- Pets must not be allowed to jump on, bite, or in any way injure any person or any other pet.
- 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.
- If a pet causes damage to a common area, or harm to another pet or individual, the pet owner must report it to the management office. The pet owner will be billed for all injuries and repairs.

Visiting Pets

- Visiting pets are under the same rules as resident's pets.
- No visiting dogs over 75 pounds will be allowed.
- If a resident has a visiting pet, that pet must be registered with the Association. That registration includes the resident's name and unit number as well as a picture of the animal, proof of required vaccination, and the duration of its stay.
- A resident who accepts a visiting pet takes full responsibility for the animal's actions. A visiting pet that is on the premises on a regular or continuing basis or for an extended period (more than two weeks) will be considered a resident pet.

Pet Violations

- Because it is impractical for the Board to police 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 and Procedures Rules Enforcement Section of this document.

MARQUETTE

- 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 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 Rules Enforcement for procedures regarding reporting a complaint, implementation of discipline, and appeal
- 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 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.

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	\$350
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.		

*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.

Pool Rules and Regulations:

- The pool deck may not be used for parties except those sanctioned by the Upper Residential Condominium Association, which shall be opened to all Residents.
- The pool is open daily from 9a.m. to 10p.m. during April 15th through October 15th weather permitting.
- Floatation devices, balls, toys, and other objects are not to be used in the pool or pool area, except for those attached to a person for safety purposes.
- To safeguard the pool system, tanning lotions, oils, creams, bobby pins, hairpins and similar objects should be removed before entering the pool.
- Use of the pool area is only for wading and sunbathing.
- Parents are urged to monitor their children. Excessive noise, yelling, fighting, and other disturbances will not be tolerated. Offensive behaviors are grounds to be asked to leave the pool area or to be restricted from further access.

MARQUETTE

- To avoid accidents, reduce noise, and to comply with insurance requirements, games involving running, jumping, playing ball or other boisterous activities, as well as screaming and shouting are prohibited. Persons violating this rule will be asked to leave the pool area.
- In order not to disturb others, persons listening to electronic devices must wear headphones.
- Persons in wet swimsuits are not allowed in the lobby, corridors, or elevators. Everyone must towel dry before entering the building.
- Beverages are permitted on the pool deck only in cans or plastic containers. Glass is strictly prohibited anywhere on the pool deck (both upper and lower levels).
- Alcoholic beverages may be consumed on the pool deck in cans or plastic containers.
- Food is permitted only on the lower level of the pool deck. Food is strictly prohibited on the upper level of the pool deck.
- Cigarettes and smoking materials are strictly prohibited on the 20th floor.
- Lounges and chairs are not to be removed from the pool deck. Towels must be used to cover lounges and chairs when wearing beach attire. Lounges are for the use of residents when they are in the pool area. It is not permitted to reserve chairs or lounges.
- Management staff reserves the right to request verification of identity of all users of the pool facilities.
- Persons using the pool do so at their own risk. The Association may employ personnel connected with the pool, however, no lifeguard or other safety personnel are employed by the Association.
- Children not "potty trained" must wear a commercial protective swimming garment in the pool. No one wearing diapers is permitted in the pool. Children under the age of 15 must be supervised at all times in the pool area by an adult who is a registered guest, owner, or tenant.
- To ensure that all owners or their tenants have fair access to the pool area, a resident may entertain no more than two visitors or guests per unit in the pool area. A registered owner of the unit must accompany his/her visitors at all times (unless the guest is registered and oriented, in which case they may use the pool area unescorted). The Association reserves the right to prohibit visitors access to the pool areas on holidays and other peak times.
- All Sub-Unit owners, tenants or Sub-Unit owners and TLG tenants are responsible for enforcing pool rules with respect to members of their household and guests. Violations of the pool rules will subject the Sub-Unit Owner to fines of \$100 per incident. Repeated offenses may result in the resident losing his/ her privilege to use the pool deck.

Refinancing Policy - See Sale Policy and Procedure and Sales Packet (Exhibit M)

- Notice of any sale, gift, devise, or other transfer of the ownership of a Sub-Unit shall be given to the Executive Board within five (5) days after the effective date of transfer or conveyance. Such notice shall be in writing and shall be accompanied by the forms outlined and attached to the Sales Packet-Exhibit M.
- A new owner (or other person in privity with the new owner) will not be allowed to move into the Sub-Unit until the information and documents described above have been provided to the Executive Board; however, compliance with this paragraph does not excuse the new



owner from compliance with the other provisions of this policy regarding information that must be provided to the Executive Board and other conditions that must be met before the owner (or other person in privity with the new owner) is allowed to move into the sub unit.

- The new owner must complete all of the forms normally and reasonably required by the Association and return them to the Executive Board at least ten (10) days prior to the date the new owner (or tenant or other person in privity with the new owner) wishes to take move into the Sub-Unit. The purpose of the information requested by the Association is to gather information essential to the efficient functioning of the Association.
- Elevators will not be provided for move-ins until all required information has been provided by the Buyer INCLUDING CLOSING DOCUMENTS AND/OR PROOF OF SALE and all other required fees and deposits paid.
- No signs advertising Sub-Units for sale shall be posted in any indoor/outdoor area. Similarly, it is the responsibility of the Sub-Unit Owner to inform their real estate agents that the common elements, including the lobby, may not be used as a place to do business or paperwork.
- Sub-Unit Owner/ New Owner must provide ten (10) day notice to Property Manager of any new occupancy of a Sub-Unit. Such notice shall be accomplished by the Sub-Unit Owner/ New Owner providing the information described in the forms attached Sales Packet hereto as Exhibit M.
- Failure to provide notice to the Property Manager as outlined above will result in a \$500.00 fine and the right to block a move-in.
- 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. The new resident will not be allowed to move-in until this fee is paid.
- The Property Manager shall meet with the new Sub-Unit owner and/ or 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 residents to the building, and to review with the new residents the Association's rules and regulations and other information important to the new resident. In addition, the Property Manager shall be present on the move-in date to perform the pre- and post-move-in inspections.
- Seller is responsible for providing buyer with the Declaration of Condominium and Current Budget. These are available from the Management Office with a 48 hour notice.
- Mortgage questionnaires and assessment status letters must be requested not less 72 hours prior to closing.
- Any seller wishing to have an open house shall notify Management and must follow the "Guidelines for Open House" available from the manager.

Smoke Detectors

- Unit owners and Tenants are required to replace batteries in the smoke detectors in their unit January pt and July pt of each year.
- The smoke detectors are hard wired but have backup batteries in the event of a power failure and the detectors will beep when the batteries lose their charge.

MARQUETTE

- Beeping can be very irritating to neighboring units (even on different floors). The fine for violation of this rule is \$100 per incident.
- In addition, the property manager reserves the right to enter any unit in which the smoke detector is beeping to change the batteries in the smoke detector.

Smoking

- Smoking is strictly prohibited in any common area (Pool Deck, dog park, patio deck, community room, lobby, hallways, storage lockers and laundry rooms).
- The fine for the violation of this rule is \$1000.
- Smoking is not permitted within 25 feet of any entrance to the building, including the doors that lead into the 8th floor vestibule.
- Smoking stations are located on the 10th and 7th floor of the garage only. Persons smoking in the garage shall not discard cigarette butts and other smoking materials in the garage.

Storage Units

- Storage lockers are available for residents to store nonperishable items.
- You will be assigned a storage locker, and it is your responsibility to provide a lock.
- The Association is not responsible for items missing from storage lockers.
- Nothing is permitted to be stored outside of the lockers. Any items found outside of the lockers will be removed and disposed of properly.

Trash Chutes/ Recycling

- Trash chutes are located in an unlocked closet on each residential floor.
- All trash shall be properly packed in plastic bags, sealed and placed into the trash chute.
- Garbage shall not be left on the floor of the chute room. When disposing of ashtray contents, please exercise special caution to avoid fire hazards.
- Explosive materials such as paraffin, wax, benzene, gasoline, or camphor flakes and balls should NEVER be placed in the chute.
- No animal waste, cat litter, wire, metal items, boxes, newspapers or magazines should be put in the chute.
- CARDBOARD IS NEVER TO BE PLACED INTO THE TRASH CHUTE.
- Please take bulky items, which may clog the chute, to the back-alley dumpster; please make arrangements for disposing of any items not fitting in the dumpster.
- NEVER LEAVE TRASH IN THE PUBLIC CORRIDOR.
- Arrange with your mover to haul away your left-over moving materials. Do not leave these materials in the corridors, and do not place any of this material into the trash chute.
- Trash chutes shall not be used between the hours of 10 p.m. and 7 a.m.
- Recycle bins for paper, aluminum cans, and bottles are available on every floor. If the recycling bin on your floor is full, please take your recycling to another floor - do not leave on the floor of the trash closet.
- Please rinse out cans and bottles before disposing and ensure that the proper item is disposed of into the specified recycle bin.

MARQUETTE

- Recycle bins are emptied and cleaned every Tuesday between 9:30 and 10:00 am. Please refrain from using the trash chute and recycle bins during this time.

Vacant Units

- Unit owners are required to notify the Association if their units will be occupied for fewer than 60 days each calendar quarter.
- Unit owners and their tenants must maintain thermostat settings of no less than 60 degrees in winter and no more than 78 degrees in summer with fine to be assessed for non-compliance.
- Owner must allow the building's property manager
 - 1) to inspect each vacant unit for conditions that might pose a threat to the integrity of the building or the safety and comfort of residents of the building,
 - 2) to charge the unit owner for each inspection,
 - 3) to repair any condition that poses a threat, and
 - 4) to bill unit owner for necessary repairs.
- The fine for failing to register a unit as vacant is \$100 per quarter.

Window Treatments

- All windows that are a part of a Unit may have window treatments if the Unit owner desires.
- Any portion visible from the outside of the Unit shall be "White" in color.
- Curtains, shades, blinds and pleated shades, either vertical or horizontal, are allowed as long as they are "white" backed.