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Introduction

Executive House was completed in 1964 as a luxury apartment building in the Central West End. Its 161 units were seldom vacant. In 1979, the building was converted to condominiums.

The overall responsibility for the operation of Executive House rests with the Board of Managers that is elected by the individual owners who comprise the Executive House Condominium Association. The Board of Managers employs a Managing Agent to handle the everyday administration and operation of Executive House.

It is the sincere hope of the Board of Managers that the owners of the Association recognize that they have willingly chosen to live in a high-density, multi-family environment and will be guided by the Condominium Declaration and By Laws. These were carefully drawn to assure that every owner will enjoy living here and protect the value of our common property.

The Board of Managers is charged with overseeing the operation of the building and not with the conduct of its owners. We trust that all owners will treat their neighbors with respect and tolerance.

Section 1 – Compliance and Remedies

Compliance with Rules and Regulations and Law

Each Unit Owner, tenant, invitee, Occupant, and guest of the Unit Owner shall comply with and abide by all the Rules and Regulations herein and also those rules and regulations as may hereafter be adopted from time to time by the Board of Managers. Notwithstanding any of the herein Rules and Regulations, the Board of Managers has the authority, under special circumstances, and in its sole discretion, to grant exceptions to these Rules and Regulations, provided same are approved in writing by a majority of the Board of Managers.

Additionally, each Unit Owner, tenant, invitee, Occupant, and guest of the Unit Owner shall comply with and abide by all local, state, and federal laws.

The provisions of these Rules and Regulations are severable, and the invalidity or unenforceability of any provision or part thereof shall not affect the validity of enforceability of the balance of the provisions of these Rules and Regulations as a whole.

Remedies against Offending Unit Owners

- A. A Unit Owner, tenant, or Association management may report an alleged violation of the Rules to the Board of Managers in writing setting forth the date, time, and nature of the violation (“Report of Violation”). Upon receipt of a Report of Violation the Board of Managers will make a preliminary determination of legitimacy of the reported violation, and if warranted, issue a Notice of Report of Violation to the offending Unit Owner and/or his or her tenant, which will have the Report of Violation attached. The Unit Owner and/or tenant receiving the Notice may reply to the Report of Violation by submitting a written statement of facts from their perspective to the Board of Managers.
- B. Upon receipt of a Report of Violation, the Board of Managers shall evaluate the Report of Violation and determine its legitimacy. Upon making their determination, the Board of Managers may determine to take any or no remedial action, including but not limited to:
 1. Notifying the offending Unit Owner and/or tenant that the Board of Managers is assessing a fine of up to \$1,000.00 for each violation that occurs after the Board’s determination of legitimacy and thereafter imposing such Fine for each subsequent Notice of Violation;
 2. Seeking a Court order providing the relief allowed under Article XIV of the Associations Declaration in addition to any damages caused by the violation of these Rules; and
 3. Banning a Unit Owner’s or tenant’s violating guest or invitee from entering the Association’s common elements after giving notice of the same to the Unit Owner or tenant, and expelling a violating guest in the event the violator returns to the premises.
- C. Should the Board of Managers seek Court relief under this Article II (B) (2) of this Rule and Regulation and, as a result thereof, the court finds in favor of the Association in any aspect of its claim, all the attorneys’ fees and costs incurred by the Association in prosecuting the Court action against the offending Unit Owner or tenant for his or her violations of these Rules shall be paid by the offending unit Owner or tenant as a Fine for violation of these Rules.
- D. Should fines, fees, mediation costs, arbitration costs, attorneys’ fees, litigation expenses or damages imposed on the offending Unit Owner or tenant remain unpaid for more than thirty (30) days, interest will accrue on all outstanding amounts at a rate of 10%, or at a rate of 1% above the Prime Interest Rate if the Prime Interest Rate is above 9%.

- E. Unpaid fines, mediation costs, arbitration costs, attorneys' fees, litigation expenses, damages and interest accruing thereon ("Violation Costs") shall be a lien on the Unit of the non-paying Unit Owner or tenant under Section 448.3-116 of the Missouri Revised Statutes.
1. The lien to secure payment of Violation Costs shall be in favor of the Association and enforceable by the Board of Managers and their successors in office and shall be for the benefit of all the Unit Owners. Any delinquent Violation Costs lien may be declared by the Board of Managers to be immediately due and payable in full, with interest, and cost without further notice. The Board of Managers may foreclose on the Violation Costs lien by an action brought in the name of the Board of Managers in like manner as a mortgage or real property, as provided in Section 443.190-443.310 of the Missouri Revised Statutes, consistent with Section 448.3-116 of the Missouri Revised Statutes.
 2. Should the Condominium seek to foreclose on the Violation Cost lien, all of the attorney fees and costs incurred by the Condominium in prosecuting the foreclosure shall be paid by the unit Owner as a Fine for violation of these Rules.
 3. Any encumbrancer whose lien is junior to the violation damages lien, may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid Violation Damages with respect to the Unit covered by the encumbrances. Any encumbrancer holding a lien on a Unit may pay any unpaid Violation Damages payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

Section 2 - Life Safety

Fire Procedures

The best preparation against fire or other emergencies is to develop carefully planned evacuation procedures and to practice these procedures until they become second nature. Please become familiar with the general building layout and the emergency exits.

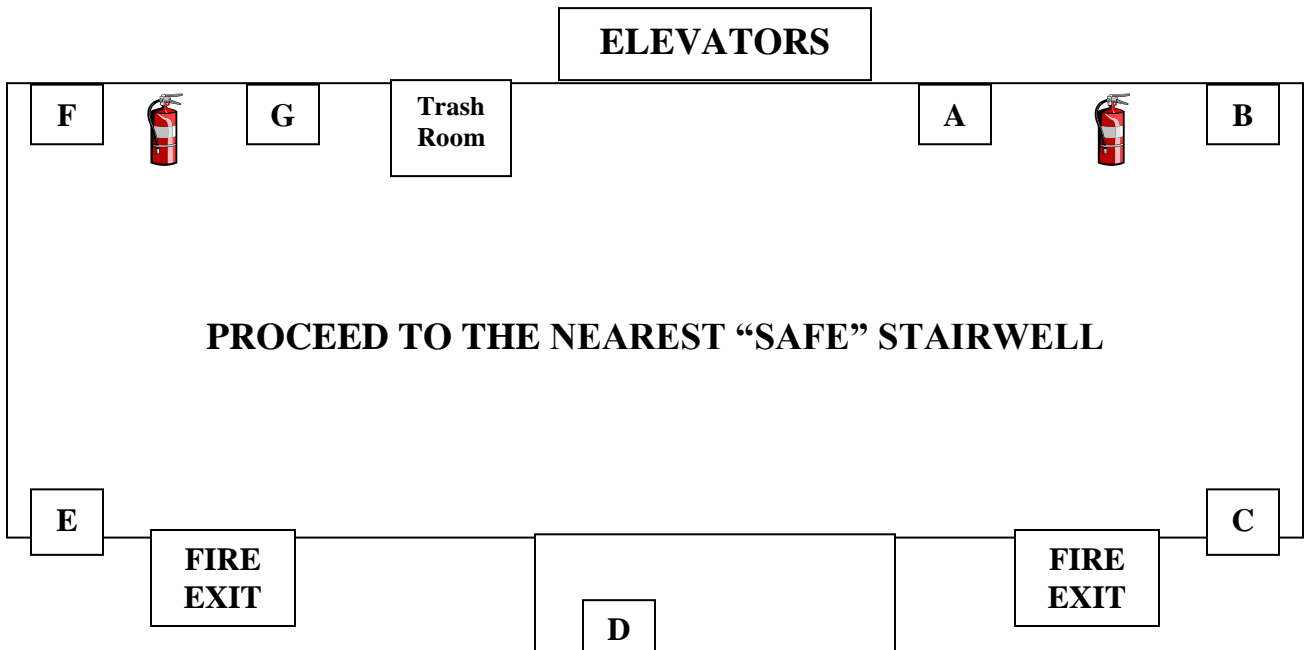
No two buildings and no two fires are alike. When an alarm is sounded, the only way to avoid panic is to be well rehearsed on self-protection. Staying in your unit might be the best decision, but if you choose to stay, you should know what to do to protect yourself. If you decide to evacuate, you must know how to do so safely, and be well rehearsed on your choices and precaution so that calm recall is easy and automatic.

We recommend that each person purchase a small home fire extinguisher and install smoke detectors at the proposed installation site(s) recommended by the National Fire Protection Agency. Please see the "Smoke Detector" section for site locations.

Fire Evacuation

High-rise buildings, such as the Executive House, are typically constructed to be fire resistive; fires are usually confined to one floor, and in a unit to its furnishings. The Executive House has installed three hard wired smoke detectors per floor. The St. Louis Fire Department is prepared to respond promptly to alarms and will come with a full complement of heavy equipment. The firefighters are trained on how to control fires quickly and initiate rescue.

However, you must help yourself by knowing what decisions to make and how to help.



Fire or Alarm - What to do

A. IF THERE IS A GENERAL FIRE ALARM:

1. Follow the guidelines for staying in your unit described in this packet. This may be your choice if you do not wish to walk down many floors or are unable to do so. IMPORTANT: The elevators must not be used by passengers when there is a fire or fire alarm, by general order of the Fire Department.
2. If you wish to leave your unit, you may lock the door behind you and follow the guidelines for evacuation described below.

B. IF THERE IS A FIRE IN YOUR CONDOMINIUM UNIT:

1. *** Do not panic! Remain Calm! Think! ***
2. Get everyone out of the fire area or room.
3. Call 911 at once, reporting the fire at 4466 West Pine. Include your floor and unit number.
4. Close all doors as you exit your home, and if possible close your windows.
5. Leave your unit quickly, if able to do so, closing the door behind you, but leave it unlocked.
6. Notify others on your floor as you proceed to the nearest "safe" stairwell.
7. Seek refuge. You can go down the fire exit stairs, which lead to the lobby of the building. When you reach the lobby, exit the building immediately. Study the diagram included in this packet in order to know where the fire exits are located.

Important: Do not re-enter the danger area until an all clear has been issued by the Fire Department.

C. IF THERE IS A FIRE IN A UNIT NEAR YOURS:

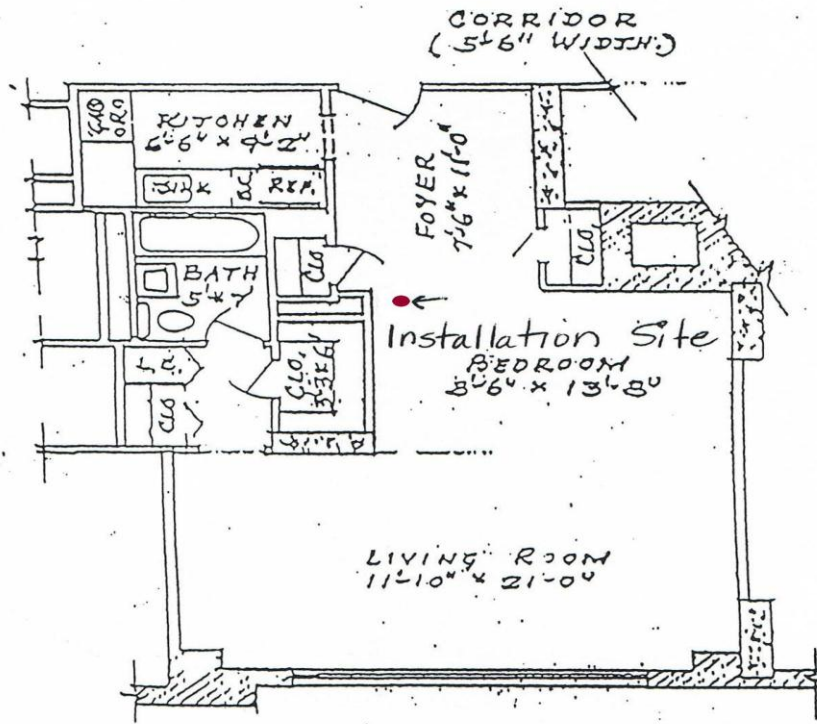
1. *** Do not panic! Remain Calm! Think! ***
2. Call 911 at once, reporting a fire at 4466 West Pine. Include your floor and unit number.
3. Before you attempt to leave your unit, feel the doorknob of the door leading into the corridor. If it is hot, the hall is dangerous and you should not leave your unit. If the hall is smoky, do not leave your unit. Remain in it with all doors closed, but unlocked. Place a wet towel under your front door to prevent infiltration of smoke. Communicate with the ground by waving a pillowcase or sheet from a window.
4. If you have a balcony, you may want to go out onto it to await help.
5. If you decide to leave your unit, you must keep the front door unlocked; and proceed to the nearest "safe" stairwell.

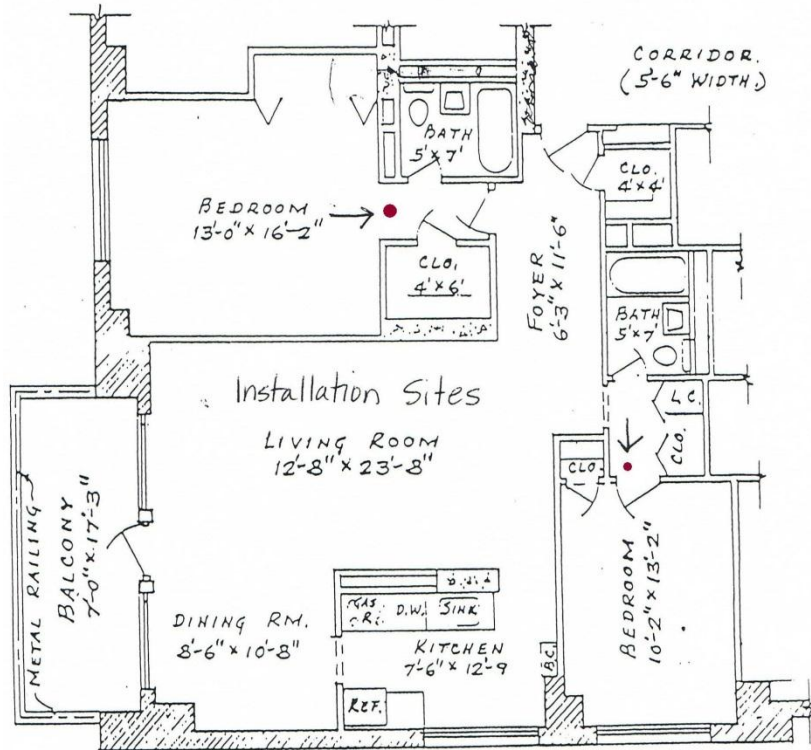
Should you encounter a resident who requires help (cannot walk, see, or hear) please assure them that the Fire Department is responding, and assist them to a safe area of refuge.

If you should have evacuations questions in the event of a fire, please call 911 and not the Management Office or the Doorman's Desk. We will be assisting others and preparing for the arrival of the Fire Department. Once the Fire Department has arrived we will be assisting the Fire Department in any way possible.

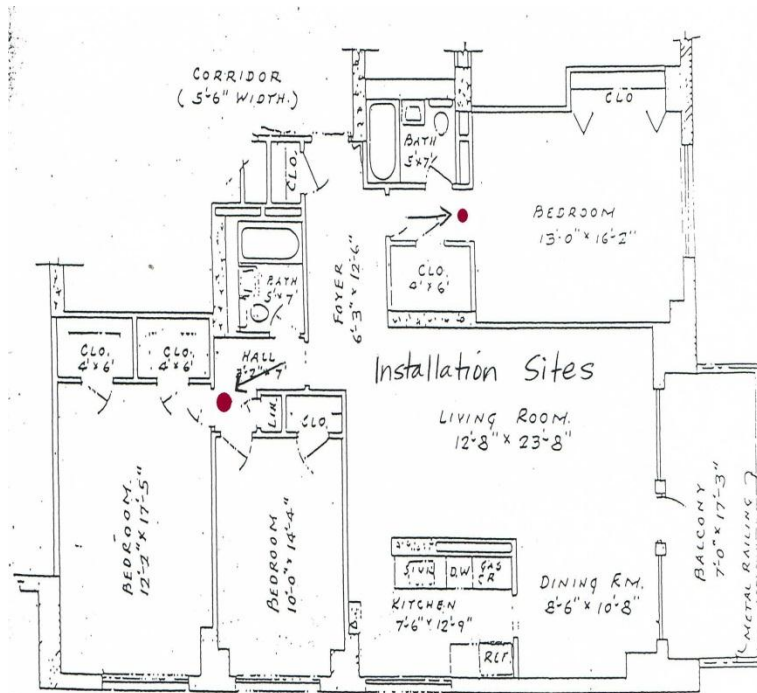
Smoke Detector Locations

Life safety is an important issue each homeowner should review periodically. Each homeowner should have a battery operated or hard wired smoke detector in their home. Please find the floor plan of your home with the National Fire Protection Agency proposed installation site(s).

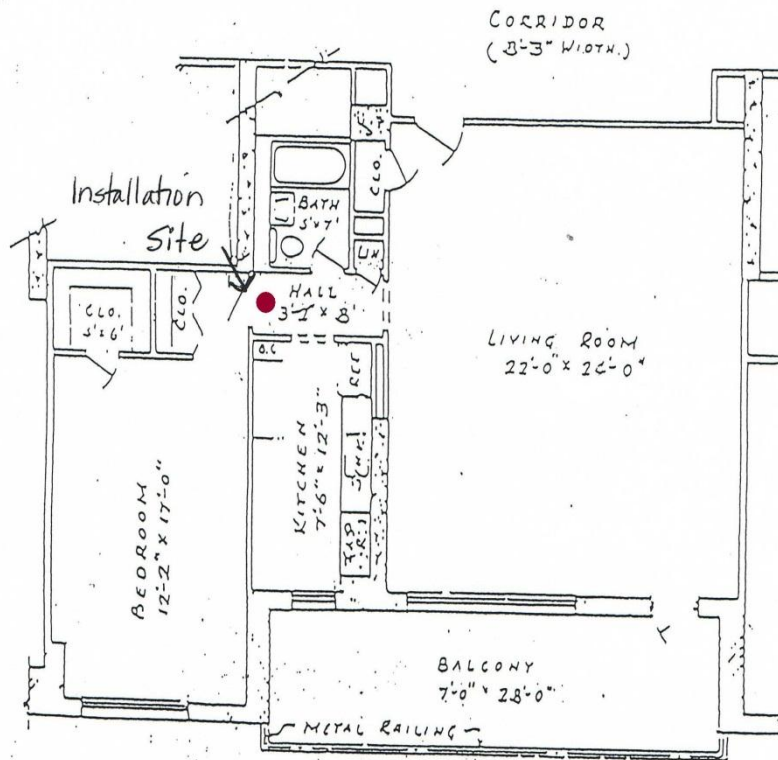




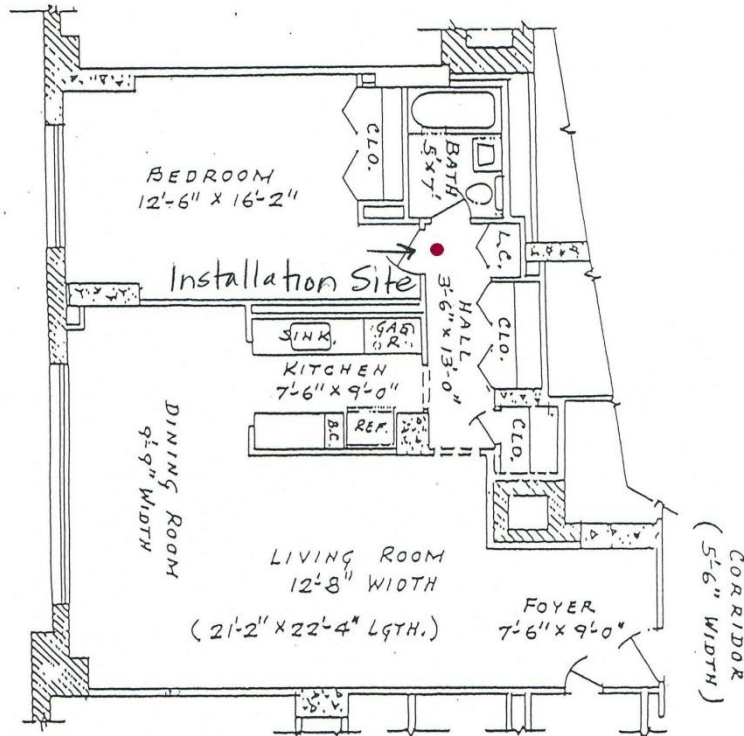
B



C



D



G

Tornado

Tornadoes are a frightening reality to our area. We cannot prevent them or even predict when or where they will strike. However, we can take some precautions to minimize danger to us and our property. When tornado season approaches, the watchwords are to be informed and be prepared.

Tornado Watch

This simply means that conditions are favorable for tornadoes to develop. Please take precautions to protect yourself and your property, and listen to the radio or television to keep informed.

Tornado Warning

This means that a tornado has actually been sighted. If a warning has been issued for our area, please seek shelter immediately! Since a basement area is not available, please seek shelter on a low floor and stand in an interior hallway. Your immediate actions may mean the difference between life and death.

Please check the government website FEMA for all "weather related topics" to instruct, inform, and prepare you and your family in the event of an emergency or go to www.ready.gov

Emergency Numbers

Police, Fire and Ambulance (life or property in grave danger)
Police – Non Emergency (no imminent danger)
Management Office
Doorman's Desk

911
314-231-1212
314-534-4466
314-533-9053

Section 3 - Building Operations

Air Conditioning and Heat

Executive House is served by a central heating and cooling plant, which circulates heated or chilled water throughout the building depending on the season. Individual fan coil units in each unit allow the resident to regulate the temperature of heated or chilled air delivered. As a courtesy to the homeowner, the filters in the fan coil units are changed in late spring and early fall.

Residents will be notified of the exact date when the cooling or heat will be turned on. You will also be notified of the date that our maintenance staff will be in your home to replace your fan coil filters.

Residents who desire to use space heaters in their condominiums should insure that the space heaters are in good working order and are used in a safe manner. Guidelines for safe use of space heaters can be found at the following link from the National Fire Protection Association website:

<http://www.nfpa.org/itemDetail.asp?categoryID=1687&itemID=40783&URL=Safety%20Information/Fo%20r%20consumers/Causes/Heating/Heating%20safety%20tips>

Guidelines of Annual Conversion of Heating & Cooling

Annual Conversion from Cooling to Heating Season

The building will convert from cooling to heating on the second Friday of every October. Exceptions will be as follows:

1. Beginning October 1, of each year an extended weather forecast will be analyzed to determine if any adjustments to the conversion date need to be considered.
2. Any changes to this predetermined conversion date will be subject to the Board President's approval.

Annual Conversion from Heating to Cooling Season April 15

The building will convert from heating to cooling on April 15 as long as the area is out of a freeze risk. Exceptions will be as follows:

1. Prior to conversion an extended weather forecast will be analyzed to determine if any adjustments to the conversion date need to be considered.
2. Any changes to this predetermined conversion date will be subject to the Board President's approval.

Air Conditioning Maintenance

The building's air-conditioning system is turned on at the onset of warm weather within the guidelines above. To ensure efficient operations and to minimize the possibility of overflow from your fan coil units during the air conditioning season, you should follow these procedures on a daily basis.

Check your fan coils on a daily basis to verify that your drip pans are functioning properly. Many times when the drip pan overflows it not only causes damage to your home, but to your neighbor's home, as well. Please understand that although your Condominium Association will change the fan coil filters at the beginning of the air conditioning season, it is each owner's responsibility to maintain, clean, inspect, repair or replace your fan coils as needed. It is not the Executive House Condominium Association's responsibility to maintain the fan coils within your unit. Please follow the procedures below to check your drip pans.

1. There are two small access doors on top of your fan coil unit. One door covers the switch, which operates the fan; the other allows access to the interior of the unit.
2. Use a flashlight to look through the access door to the drip pan, which is located approximately two thirds the way down the unit.
3. If the drip pan is damp, the fan coil is operating normally. This condensation is a normal by-product of your cooling system. If your drip pan appears to be overflowing, your drain line might be clogged. Turn off the fan and contact the office as soon as possible to avoid possible water damage to your home or to a neighbor.
4. When leaving your condominium for an extended period of time, it is advisable to turn off the fan to your fan coils and notify the office you will be gone.

If you have any questions about how to check your fan coil unit please contact the Management Office for additional help.

Any assistance from our maintenance staff in regards to corrective fan coil work (such as when a drain line needs to be unclogged) will be done Monday thru Friday during normal business hours. The Association is not responsible for any damage caused by overflowing drip pans or troughs.

It is also advisable for you to inspect the interior of your fan coil units on a bi-weekly basis. Many homeowners who have pets or plants near their fan coil units, or are undergoing renovation work in their homes may experience additional problems due to pet hair, plant leaves or construction debris inside the fan coil units. If allowed to accumulate, these will affect the operations of your fan coil unit and may cause your fan coil units to malfunction or overflow. So, please take the time to inspect and clean your fan coil units as needed.

Heating Maintenance

As the winter season approaches, please be mindful of the operation of the HVAC systems, and fan coil unit(s) in your residence. Whether you are present all winter or are away from the building for a significant period of time, it is your responsibility to ensure that your unit is winterized in order to prevent damage to the common elements and other units in the building. If the temperature in your unit (or near the fan coil) drops near or below freezing, it may result in damage to the pipes and/or fan coils and result in flooding. There have been multiple occurrences of this in the past when windows have been left open in sub-freezing temperatures.

Fan Coil Unit Responsibility

Please remember that your fan coil units are owned by you or the owner of your residence and not the Association. Although the Condominium Association occasionally changes the fan coil filters as a courtesy to you, it is your responsibility to maintain, clean, inspect, repair or replace your fan coil units as necessary. It is not the Association's responsibility to maintain the fan coils in your unit or to perform any corrective work.

Balconies

Any modifications to the balcony must be approved by the Board prior to the work being done.

Balcony Safety

Make sure that all items on your balcony are secure. Some items may have tendency to blow off and could cause great harm to those individuals below.

Do not discard cigarette butts or any other items over the balcony. It not only has the potential to become a fire and safety issue, but could injure someone as well.

Wind chimes are a nuisance to neighboring residents and are not permitted on the balconies.

Bicycles cannot be stored on the balconies.

Balcony Doors

The replacement, maintenance, or painting of balcony doors is the owner's responsibility, and is approved subject to the following conditions:

1. The dimensions of the replacement door, and the glass portion, are approximately identical to the dimensions of the standard Executive House balcony doors.
2. The glass of the replacement door must be thermal glass.
3. The exterior of the replacement door must be painted in the approved color of Dark Granite by Porter Paints (PPG), matching the color of the window frames.
4. Replacing, painting or repainting of the balcony doors is the responsibility and at the expense of the owner.

Bike Hangers/Bike Room

Fourteen assigned bike hangers located off the east hallway are available to homeowners. Please contact the Management Office to be placed on the waiting list for hanger assignment if you wish to utilize one of these hangers. In order to meet the increasing demand of bike storage; a room for storing bikes has been established in the pool area. All bikes stored in any of the common areas must display a permit. Please contact the Management Office for a decal. Executive House is neither responsible nor liable for items stored in these areas.

Birds

Pigeons are something that comes along with living in an urban area. You may encounter problems with the pigeons sitting on your window ledge or balcony railing, leaving behind a mess.

We ask all homeowners to not feed the birds. This will only encourage the pigeons to make Executive House their home which will become bothersome for the other homeowners in the building. The City of St. Louis and our Declaration and By-Laws have a nuisance ordinance/clause which applies to this matter.

If you should see any nests on your balcony, please remove them as soon as possible and disinfect the immediate area. If the removal process is repeated several times, the birds will move to a different location. If you elect to not do the above, the pigeons will come back next year.

BBQ Grills

City code prohibits the use of propane or charcoal grills within 15 feet of the building structure. We strongly encourage residents to purchase electric grills. Charcoal grills and smokers are not permitted under any circumstances.

Building Announcements

Notices regarding water shutdowns, building maintenance or other announcements will be communicated using the building's on-line management system (www.executivehouserResidents.com) using the preferred communication method configured by the resident or via the public display monitor located at the front desk. It is the responsibility of the resident to provide an e-mail address in order to receive electronic communications.

Car Wash Area

Is located on the east lot near the alley and is typically available from late May to the end of September.

Carts

Grocery carts are available to assist you in taking groceries and other items to your unit. The carts are located in the east hallway on the ground floor. Residents are reminded that the carts are for the convenience of all of our residents and must be returned as soon as possible after use. When you are finished with a cart please put it in the elevator and send it to the first floor or return it to the east hallway yourself. Please do not leave it in the hallway of the residential floor. If a cart is not returned within 45 minutes, the Doorman will contact the resident requesting its return.

Contractors are prohibited from using the carts. The carts are for resident use only.

Christmas Trees

It is not the Association's responsibility to dispose of your tree. Please check with the City of St. Louis for designated recycling areas in the neighborhood and do not place them in the alley.

Contractor Policy

Enhancing your unit helps protect the property values of everyone in the building and makes the Executive House an even better place to live. Because of the nature of living in a shared space, the Board has implemented the following procedures to follow when you are remodeling or hiring a contractor.

Before Your Project Begins:

1. Owners must notify the Property Manager, in writing, when contractors are scheduled to work inside their units. (i.e. kitchen remodeling, painting). This notification must include:
 - a. The scope of the work to be done and the timeframe of the project.
 - b. A copy of “contractor’s policy” that has been signed by the contracting company supervisor or foreman. A blank copy of the “contractor’s policy” can be obtained from the Property Manager.
Depending on the scope of the project, for example, projects that involve structural changes (i.e. removal or openings of walls) this information may be submitted for Board approval.
2. The owner is responsible for verifying the insurance policy of the contractor, confirming that it is current and up to date.
3. Because the Executive House was built in 1964, a time when asbestos was commonly used, owners should be aware that it is possible that materials original to the building that remain in their units might contain asbestos. Specifically, the Association has been advised that adhesive used to secure original floor tiles, as well as some of the original, non-wooden, floor tiles, have been tested in certain units and found to contain asbestos. If the tile or adhesive is sanded or ground or otherwise made airborne, it may become hazardous. It is the owner’s responsibility to inform their contractor that asbestos might be present and to ensure that proper abatement is performed in the event that remodeling and or alterations could cause asbestos to become airborne. The Executive House Condominium Association is not responsible for maintenance to individual units and makes no warranties or representations concerning the content or quality of building materials existing in individual units and nothing herein shall be construed as such.

When Your Project Starts:

1. Contractors are to enter through the east hallway entrance.
2. Contractors are to sign in with the doorman when entering the building for the day, and when leaving at the end of the day.
3. Building materials are to be delivered through the east entrance of the building.
4. No parking is available for contractors unless the unit owner allows the contractor to park in his/her designated surface parking space.
5. The driveway on the east side of the building may not be blocked except when materials are being loaded or unloaded.
6. Contractors are not allowed to work in the common areas. (i.e. cutting materials or lumber).
7. Property Manager must be requested in writing of requirements to disconnect gas, electricity or water in the building. Notice needs to be given in advance to coordinate with our maintenance staff to minimize any inconvenience to the other residents.
8. No materials or tools may be left in the common areas.
9. Reasonable precautions must be taken not to leave a trail of dirt between the unit and the elevator. The contractor or unit owner MUST clean up any common areas where debris has accumulated as a result of the construction. It is highly recommended that the contractor bring a shop vac or vacuum to the building during the construction process. The Executive House staff is not responsible for cleaning up after the contractors.
10. The contractors must use the freight elevator for all movements of materials and supplies.
11. Contractors must remove their rubbish daily.

12. The dumpster may not be used by the contractors. Removal of debris is the responsibility of the contractor. A fine will be levied if this is violated. Residents may not use the dumpster for their construction debris either.
13. Contractors are not allowed in any other part of the building, except where the unit work is being performed.
14. Noisy operations such as concrete drilling, hammering, etc. must be conducted between the hours of 9:00 am and 4:00 pm, Monday through Saturday. Normal work that is not noisy may begin at 8:00 am.

The above conditions must be acknowledge, accepted and signed by the Supervisor/Foreman of the project and the Property Manager. Contact the Management Office for the appropriate forms to sign.

Once your remodeling project has been completed, please contact the Management Office so your fan coil filters can be replaced. Failure to do so may affect the fan coil unit operations and cause an overflow.

Corridor and Door Decorations

In order to maintain a uniform look throughout the building and to avoid a nuisance for all residents, nothing shall be placed in any corridor other than objects placed there with approval of the Board.

No objects are to be placed on the walls, or on the floors, or on the ceilings, or on fixtures of the building corridors. Exception will be non-offensive objects placed on outside of door of individual units.

Deliveries/Packages

If you will not be home when a delivery that requires access to your home, such as furniture or appliances, etc. is made or a repairman arrives, you must make prior arrangements with the Management Office. No deliveries will be allowed, nor will any outside repairman be admitted to any unit without prior written consent. The Executive House staff does not provide services of staying with your repairmen, contractors, etc. nor will the staff sign any documents accepting the condition of such deliveries.

Small package deliveries will be accepted by the Doorman and stored in a locked storage closet. All packages and deliveries are recorded and logged by the Doorman. Notification that a package has been delivered will be made through the resident's selected option within the Executive House on-line building management system (accessible at www.executivehouseressidents.com) or via the public display monitor located at the front desk. Before a parcel can be released, the resident must sign for the package as directed by the Doorman. The Doorman is not allowed to sign for the residents. Please pick up your packages promptly.

Disturbances

If a situation arises, which needs attention please call 911 and not the Doormen's desk.

Dog and Other Pets

The Executive House is a pet-friendly building, but it is the responsibility of the pet owners to exercise courtesy and good judgment when dealing with their animals.

Please show respect for common areas:

Clean up after your dog inside and outside. City ordinance mandates that all dog waste must be picked up and disposed of.

The Executive House staff does not walk dogs for our residents, and is not responsible for cleaning up after your pets.

Have control of your dog when entering and exiting common areas. All dogs must be kept on a leash in common areas of the Executive House.

No more than 2 dogs at one time can be placed in or ride on any building elevator.

No birds or animals will be allowed to exercise in the common areas.

If you do not want to leave the building area to take your dog outside please use the section of grass on the east parking lot. Dogs are not allowed to relieve themselves in front of the building or on the landscaped areas.

Per Board policy, any owner who allows their dog(s) to eliminate inappropriately on the landscaping or does not clean up after his/her dog(s) has eliminated indoors in the common areas will be subjected to:

First to a warning

Second or third offense will result in a \$50 fine.

Serial offenders may lead the board to petition the court to have the dog(s) removed from the premises.

It is not the Doorman's responsibility to clean up after your pet.

Please remember it is your responsibility to keep your dog(s) leashed when walking them through the common areas of Executive House. This will ensure their safety, as well as that of your fellow neighbors.

Doormen

Executive House has doorman on duty 24 hours a day to assist our residents and announce their guests. The doorman's desk is located in the lobby of Executive House. Many of our entrances to the building are monitored by cameras which the doormen supervise.

Since our door personnel announce your guests, it is very important that we have phone number in which we can contact you. After permission is granted, the doorman will call an elevator and your guest(s) will proceed to your home. No guests will be granted access to the elevator without the consent of the homeowner, unless prior written instruction specifying the visitor has been issued to either the Doorman's desk or the Management Office.

The doormen also assist the residents with their groceries, assist EMS or police and handle minor concerns residents may have after hours.

Estate Sales

Estate and garage sales are not allowed to be conducted in the Executive House Condominium.

Exterminator

A pest control company is at Executive House once a month to control any problems affecting the common areas. Any owner desiring this service in their unit (at their expense) should contact the Management Office.

Floor Plans

A – Studio

B – Two bedroom

C – Three bedroom

D – One bedroom

E – Two bedroom

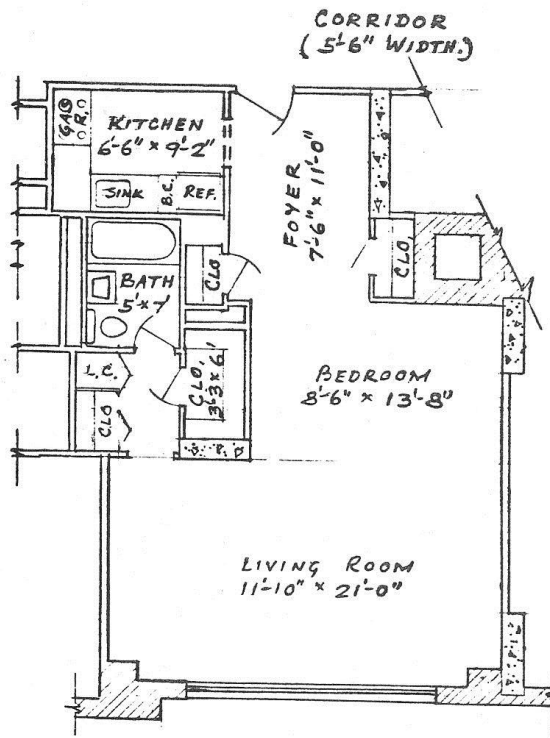
F – Two bedroom

G – One bedroom



EXECUTIVE HOUSE *of Saint Louis*

4466 West Pine Boulevard
Saint Louis, Missouri 63108
Telephone -- 531-9550



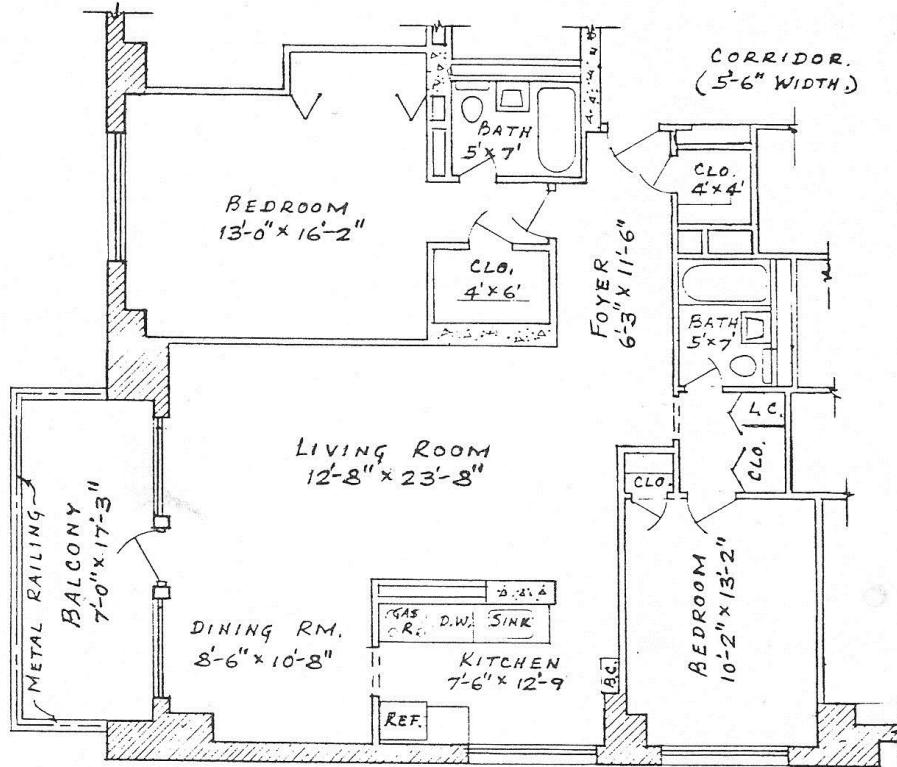
A

An Apartment Residence of Distinction



EXECUTIVE HOUSE of *Saint Louis*

4466 West Pine Boulevard
Saint Louis, Missouri 63108
Telephone -- 531-9550



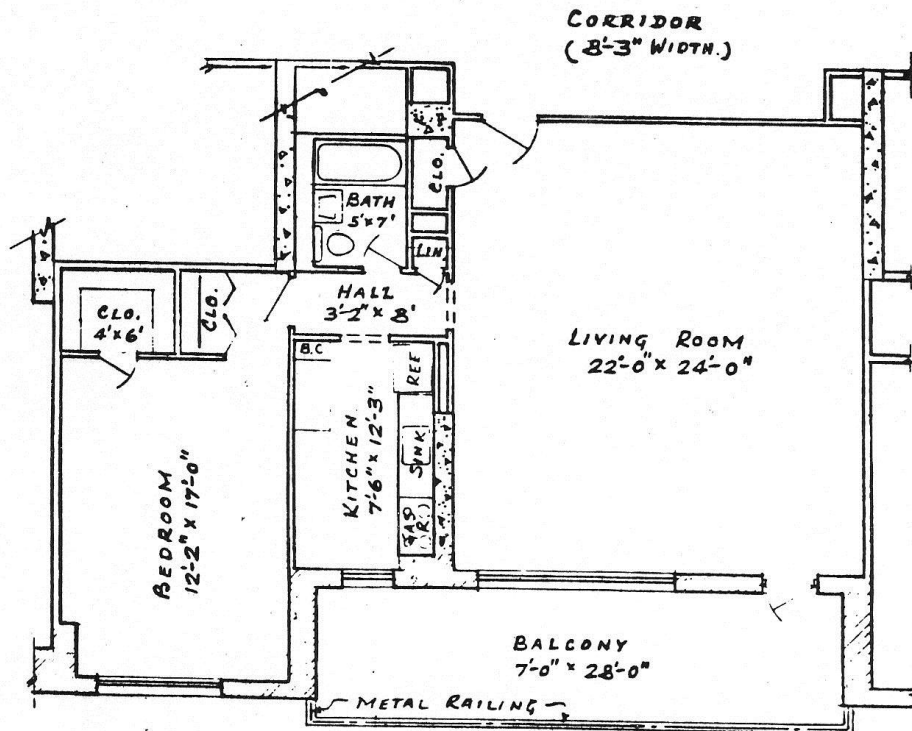
B

An Apartment Residence of Distinction



EXECUTIVE HOUSE of Saint Louis

4466 West Pine Boulevard
Saint Louis, Missouri 63108
Telephone -- 531-9550



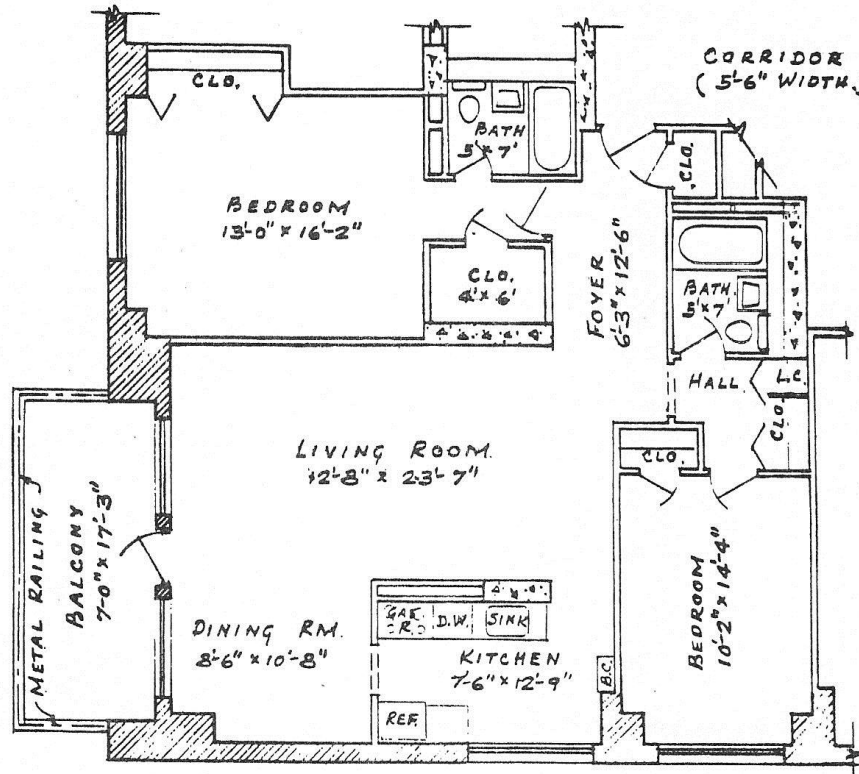
D

An Apartment Residence of Distinction



EXECUTIVE HOUSE of Saint Louis

4466 West Pine Boulevard
Saint Louis, Missouri 63108
Telephone -- 531-9550



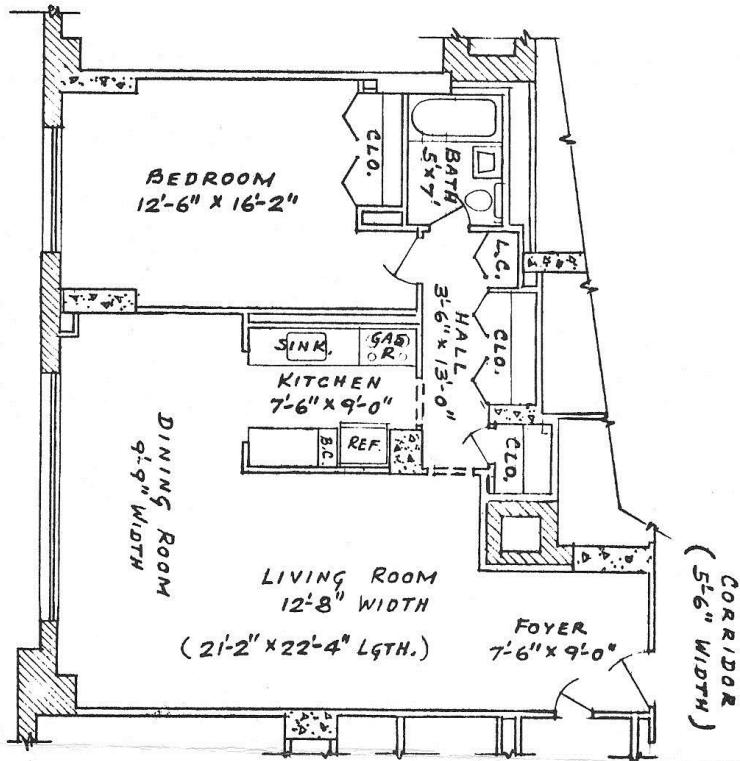
E

An Apartment Residence of Distinction



EXECUTIVE HOUSE *of Saint Louis*

4466 West Pine Boulevard
Saint Louis, Missouri 63108
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G

An Apartment Residence of Distinction

Freight Elevator/Moving Arrangements

The freight elevator (the elevator on the far east side of the lobby) may be reserved daily from 9:00 a.m. – 5:00 p.m. for move-ins, move-outs or furniture deliveries. Moving dates and times should be scheduled with the in advance, so the freight elevator may be reserved. Use of the freight elevator is on a first come, first serve basis. Please reserve the freight elevator via www.executivehouseressidents.com. Please instruct all delivery personnel or movers to see the Doorman upon arrival, so they may set up the freight elevator with the necessary pads and flooring protection and receive direction of our policies and procedures. All deliveries, move-ins, and move-outs must use the east hallway and the delivery bay. Items may not be brought in through the front doors of Executive House. Parking of any vehicles used during the move shall be done following the doorman's instructions. The driver of the vehicle must immediately return to the vehicle and move it in the event that it is obstructing access for other owners/residents.

Gate/Garage Remotes

Remotes are issued with surface and garage spaces, and require a \$50 deposit. Residents are responsible for battery replacement. Remotes are not transferable upon the sale of your condominium unit and must be returned to the Management Office for a refund.

Key Fobs

Key Fobs are for the exterior doors and elevators and are issued to each owner upon the purchase of a unit. The keyless pads are located at all entry points of the building (lobby vestibule, east lot, west lot, indoor garage and at the elevators). To gain entry to the building, you must have your key fob with you at all times. Key fobs are not transferable upon the sale of your condominium unit and must be returned to the Management Office.

Building Keys

Are for those individuals who would like access to the stairwell(s) on the ground floor or to the alley fencing gates located on the east and west parking lots. There is a \$35 deposit required for each key. Additional keys are \$50. If a unit owner misplaces or loses their key and wants to replace it, they will be required to purchase an additional key. Building keys are not transferable upon the sale of your condominium unit and must be returned to the Management Office for a refund.

Homeowner Keys

It is strongly recommended that the Management Office has a set of keys to your home. This is extremely valuable in the event of a building or medical emergency. All keys are kept in a secured lockbox at the doormen's desk and key activity is carefully monitored and recorded. If someone other than the resident is requesting the keys to a unit; written notification from the homeowner must be given to the Management Office. If the Management Office does not have a key to your unit and emergency access such as pipe failure, gas leak etc. is needed; every attempt to contact the homeowner will be made. However, if contact attempts fail a locksmith will be called to gain access to your home and all charges will be billed back to the unit owner. Providing your keys to the Management Office does not create or constitute a bailment and nothing herein shall be construed to create a bailment between you and the Management Office or the Association.

Insurance

It is the Unit Owners' obligation to maintain property insurance. The Executive House Condominium Association is governed, in part, by the Association's Declaration and By-Laws. The Association's By-Laws clearly state that each Owner or Occupant shall furnish and be responsible for, at his own expense, insurance on the contents of his Unit, and furnishings and personal property therein...and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all the Owners and Occupants. In short, each Unit Owner or Occupant is responsible for obtaining and maintaining insurance for his or her Condominium Unit.

The Association maintains those insurance policies as required under the Association's Declaration and By-Laws. The Association is not responsible for individual Unit Owner's policies or insurance, nor is it responsible for the acts or omission of individual Unit Owners.

The Association is not required to, and does not obtain or monitor proof of insurance for individual Unit Owners. It is not administratively or financially feasible for the Association to maintain these records and attempting to do so would not assure that Unit Owners consistently maintain appropriate insurance coverage or any coverage at all, in the event of loss.

Should you have any questions regarding insurance issues concerning the Association, its Board of Managers, or Unit Owners, please first consult the Association's By-Laws and Declarations. Any remaining questions may be addressed to your insurance agent or carrier.

Landscaping

The lawn, trees, shrubbery, and flowers are maintained by contractual services as well as, our staff.

Law Enforcement and Permitted Officials Access to Common Elements

In addition to the provisions of the Bylaws of the Executive House Condominium Association (the “Association”) and the Declaration of the Association, the following Rules and Regulations, together with such additional rules and regulations as hereafter may be adopted by the Board of Managers of the Association, shall govern the use of all units located in the Executive House Condominium Association so as to benefit the safety, health, and welfare of Unit Owners and to maintain a first-class residential housing development. The following Rules and Regulations shall govern the conduct of all residents thereof whether the same are Unit Owners, approved lessees or the guest of Unit Owners and lessees.

I. LAW ENFORCEMENT AND PERMITTED OFFICIALS ACCESS TO COMMON ELEMENTS

A. In recognition of certain local, state, and federal police powers, all law enforcement and emergency service personnel, including but not limited to: law enforcement officials, fire fighters, emergency first responders, paramedics, and EMTs (“Permitted Officials”), shall be granted access to the Association’s Common Elements without disturbance or delay when acting in their respective official capacities.

B. Unit Owners, tenants, invitees, Occupants, and guests of the Unit Owner or tenants shall in no way impede, obstruct, or delay the actions of the Permitted Officials while at the Building or surrounding grounds when the Permitted Officials are acting in their official capacity.

C. In addition to the foregoing, to the extent necessary to prevent harm, injury, or death to any person or property, the Board and its agents, at their sole discretion and at the request of Permitted Officials, shall permit the entry of Permitted Officials into any unoccupied Units.

D. Neither the Association, its Board, or employees shall be liable for any damages incurred by any person (consequential, incidental, or otherwise) for permitting access to Permitted Officials that are a result of the Permitted Officials’ actions.

Leasing Units

The Board of Managers adopted a leasing policy in February 1984. If you plan to lease your unit, you must comply with this policy and incorporate the specified lease addendum [Exhibit 1] with the lease. For an electronic copy of the lease addendum, contact the management office or access it via the library on www.executivehousesidents.com.

A security deposit of \$300 made payable to Executive House is required along with a move-in fee of \$25. A move-out fee of \$25 will be deducted from the security deposit.

For your convenience, the leasing policy is included below:

Resolution and Rule on Leasing and Non-owner Occupancy of Units

WHEREAS, the Board of Managers of the Association is charged with the responsibility for the direction, operation, and administration of the residential condominium building located at 4466 West Pine, St. Louis, Missouri 63108, hereinafter called the “Building”, (including the land on which it is located, hereinafter called the “Development”) pursuant to a Declaration of Condominium Ownership dated July 1, 1979, hereinafter called the “Declaration”;

WHEREAS, Article XVII, Section A of the Declaration authorized Owners to lease their Units, provided such leases are for not less than the entire Unit, such leases are in writing and they provide that they shall be subject in all respects to the Declaration or By-Laws and that any failure to comply with the Declaration and By-Laws shall constitute a default under such lease;

WHEREAS, Articles XI, Section O and XIII, Section D of the Declaration impose joint liability on those Owners and others whose acts or omissions cause expenses to be incurred by the Association;

WHEREAS, Article XIII, Section E and F of the Declaration provide for special assessments against such Owners for expenses incurred by the Association pursuant to Articles XI, Section O and XIII, Section D and for the collection of such assessments;

WHEREAS, Sections 448.3-115 and 448.3-116 Mo. Rev. Stats. also authorize the Board of Managers to assess expenses incurred by the Association due to misconduct of any unit owner against the unit and to recover such expenses from the owner;

WHEREAS, the Board of Managers is authorized to interpret and apply the provisions of the Declaration (Article III, Section G of the By Laws);

WHEREAS, the Board of Manager is authorized to adopt reasonable Rules and Regulations consistent with the Declaration and the By-Laws as it deems advisable (Article XI, Section M. of the Declaration);

WHEREAS, the Board of Managers has such other general powers, duties and responsibilities as it shall deem appropriate to keep and make the Development a first- class residential housing development (Article XI, Section N. of the Declaration);

WHEREAS, Article VIII, Section A. of the Declaration provides that Units may not be used for “transient or hotel purposes”;

WHEREAS, the Board of Managers believes that it would be in the best interest of the Association for the Board of Managers to adopt a Rule concerning the leasing and Non- Owner Occupancy of Units;

WHEREAS, the Owners and Occupants are prohibited from violation any rules or regulations adopted by the Board (Article VII, Section L. of the Declaration); and

WHEREAS, Article XIV, Section A. of the Declaration authorized the Board of Managers to enjoin, abate or remedy by appropriate legal proceedings the continuation of any violation of any provision of the Declaration or By-Laws;

WHEREAS, Section 448.3-102(11) Mo. Rev. States. authorizes the Board of Managers to levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association.

NOW, THEREFORE, BE IT RESOLVED, pursuant to its powers under the Declaration, including Articles VII, Section D, XI, Section M, N, and O, XIII, Sections D, E and F, and XVII, Section A, the ByLaws, including Article III, Section G, and the Missouri Condominium Laws, including Sections 448.3-102.1 (11), 448.3-115, 448.3-116, 448.080, and 448.190 of the Missouri Revised Statutes. The Board of Managers hereby adopts the following rule governing the leasing and non-Owner occupancy of Units in the Development.

“RULE ON LEASING AND NONOWNER OF UNITS”

“1. ‘Residing in a unit’ referred to in Article I, Section N. of the Declaration shall include:

- a. any person whose primary domicile is in the Unit, or

- b. any person whose primary domicile is not in the Unit but who receives mail addressed to the Unit or who sleeps in the Unit on more than 10 days or nights during any period of thirty (30) days.

“2. Where the Owner (or any Owner in the case of multiple Owners of a Unit) does not occupy his or her Unit as such Owner’s primary domicile, all Occupants (regardless of any relationship to the Owner(s) by marriage, blood, or adoption) (other than such Occupant’s minor children (under the age of twenty-one (21) years)) and Owners of the Unit shall execute a written lease/occupancy agreement containing such terms and conditions as are required by this, even though no rent is being paid by such persons or anyone else to the Owner.

“3. All leases/occupancy agreements of Units shall be for not less than the entire Unit. Multiple, concurrent leases of the same Unit are prohibited. No Owner or Occupant may sublease his or her Unit.

“4. All leases/occupancy agreements shall be for a minimum term of one (1) year.

“5. All leases/occupancy agreements of Units shall provide that no Occupant of the Unit shall violate any of the provisions of the Declaration, By-Laws, or Rules and Regulations adopted by the Board of Managers and that any such violation shall constitute a default under the lease.

“6. All leases/occupancy agreements of Units shall provide that the Association shall have the right to terminate such lease/occupancy agreement and evict any Occupant of the Unit who remains in violation of any provision of the Declaration, By-Laws, or Rules and Regulations adopted by the Board of Managers for more than twenty four (24) hours after receipt of a written notice of the violation and of the right to cure the default or who has violated any provision of the Declaration, By-Laws, or Rules and Regulations adopted by the Board of Managers after previously having received a written notice of the violation of the same provision.

“7. A Security Deposit in the amount of Three Hundred Dollars (\$300.00) shall be made by the Non-Owner Occupant (s) at the time of the execution of the leases/occupancy agreements. The deposit shall be held by the Association in order to secure the compliance by the Occupants with all of the terms and conditions of the Declaration, By-Laws, and Rules and Regulations of the Association and to protect the Association against damages done by such Occupants (including their minor children) to the Common Elements of the Building.

“8. All leases/occupant agreements shall require all persons who begin residing the Unit after the execution of the original lease to also execute the lease and the lease/occupant agreement and all such persons shall execute the “Addendum to Lease/Occupancy Agreement” [see Exhibit 1] prior to moving into the Unit.

“9. All leases/occupancy agreements shall require the Occupants to pay to the Association a move-in charge in the amount of Twenty Five Dollars (\$25.00) and a move-out charge in the amount of Twenty Five Dollars (\$25.00).

“10. All leases/occupancy agreements shall be in the form of the “Addendum to Lease/Occupancy Agreement” attached to this Rule and shall be separately executed by both the Owner (s) and Occupants of the Unit (other than the minor children of such Occupants)

“11. The Owner (s) of any leased Unit shall pay to the Association a none Dollars (\$) at the time of the execution of the Addendum To Lease/Occupancy Agreement as an administrative charge in connection with the administration of this Rule.

“12. The provisions of the Association’s “RULE ON EXPENSES INCURRED DUE TO ACTS OF OWNER AND OTHERS”, as now existing or hereafter amended, shall be applicable to this Rule and are incorporated herein.

“13. The Owner (s) of any leased Unit shall be assessed for all expenses incurred in connection with the investigation of any violation by any Occupancy of such Owner’s Unit of any provision of the Declaration, By-Laws or Rule or Regulation adopted by the Board of Mangers or with the enjoiment, abatement, or remedying of any such violation (including the eviction of the person (s) violating any such provision.

“14. The Owner (s) of any Unit shall be assessed for all expenses incurred in connection with the investigation of any violation by any Occupant of such Owner’s Unit of any provisions of the Declaration, By-Laws, or Rules and Regulations adopted by the Board of Managers or with the enjoining, abatement or remedying of any such violation (including the eviction of the person (s) found to have violated any such provision.

“15. Any Owner (s) who fails or refuses to execute for himself or herself and procure the execution by the Occupants (other than the minor children of such occupants) residing in such Owner’s Unit of the “Addendum to Lease/Occupancy Agreement” attached to this Rule as required by paragraphs 2, 10 and 8 of this Rule may be fined up to Fifty Dollars (\$50.00) for each day during which such failure or refusal shall continue.

“16. No non-Owner shall be permitted to move into any Unit where the Owner (or any Owner in the case of multiple Owners of a Unit) thereof does not occupy the Unit as such Owner’s primary domicile unless such person shall have first executed the “Addendum to lease/Occupancy Agreement” as required by paragraphs 2, 10 and 8 of this Rule.

“17. No person shall be permitted to move into any nonOwner occupied Unit until such person shall have paid the security deposit required by paragraph 7 of this Rule and shall have paid the move-in required by paragraph 9 of this Rule and until the Owner(s) of such Unit shall have paid the administrative charge as required by paragraph 11 of this Rule.

EXHIBIT 1

Addendum to Lease/Occupancy Agreement

This Addendum To Lease/Occupancy Agreement dated as of the _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Owner" or "Lessor") and _____ (hereinafter referred to as "Lessee" or "Occupant").

WHEREAS, the Lessor and Lessee entered into a lease of even date herewith for the premises described therein as Unit No. _____ in the Executive House Condominiums, 4466 West Pine, St. Louis, Missouri 63108 or the Owner and Occupant have agreed that Occupant shall be permitted to reside in Unit No. _____ in the Executive House Condominiums, 4466 West Pine, St. Louis, Missouri 63108;

WHEREAS, the Board of Managers of the Executive House Condominium Association (hereafter referred to as "Association") has required that all leases for any part of the Premises contain this Addendum To Lease and that where the Owner (or any Owner in the case of multiple Owners of a Unit) does not occupy his or her Unit as such Owner's primary domicile, all Occupants (regardless of any relationship to the Owner (s) by marriage, blood, or adoption) (other than such Occupant's minor children (under the age of twenty-one (21) years)) and Owners of the Unit execute this Occupancy Agreement;

WHEREAS, in order to comply with the Rules and Regulations promulgated by the Board of Managers (hereinafter referred to as "Rules") and in order to insure the compliance with the Executive House Condominium Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Executive House Condominium dated July 1, 1979, recorded in Book 211M page 1653 in the Office of the Recorder of Deeds for the City of St. Louis, Missouri (hereinafter referred to as "Declaration"), the parties hereto have executed this Addendum.

NOW, THEREFORE, in consideration of the covenants and conditions contained in the Lease and of the agreement to permit occupancy of the Unit without the presence of the Owner thereof and of the requirements of the Declaration and Rules, the parties hereto agree as follows:

1. The Lessee/Occupant hereby acknowledges the authority of the Declaration as well as the Rules. The Lessee/Occupant also hereby acknowledges that he or she has had the opportunity to review the Declaration and the Rules and is aware that copies thereof are available for review in the office of the building manager for the Association.
2. No Lessee/Occupant (or his or her minor child) of the Unit shall violate any provision of the Declaration or any Rule adopted by the Board of Managers.
3. The Lessor/Owner hereby grants the Board of Managers the authority to act on his or her behalf to enforce the Declaration and Rules with respect to the Lessee/Occupant and, if necessary, institute eviction proceedings on behalf of the Lessor/Owner. Both the Lessor/Owner and the Lessee/Occupant acknowledge that the Board of Managers shall have the right to enforce the terms of the Declaration and the Rules through the eviction of the Lessee/Occupant, in the event of any violation thereof.
4. In the event that the Board of Managers becomes aware of any violation of any provision of the Declaration or Rules by the lessee/Occupant (or his or her minor child), the Board of Managers

may, in its sole discretion, provide the Lessor/Owner and the Lessee/Occupant with written notice of such violation, delivered or mailed to the Premises or in the case of the Lessor/Owner to the last known address on the records of the Association, notifying the Lessee/Occupant of such violation and stating that unless such violation is cured within one (1) day (unless the violation involves a hazardous condition, which shall be cured immediately) the Board of Managers may declare the Lease or this Occupancy Agreement in default and commence eviction proceedings.

5. In the event of a second violation by any Lessor/Owner (or his or her minor child) of the same provision of the Declaration or Rule adopted by the Board of Managers, the Board of Managers may, in its sole discretion, terminate the Lease or this Occupancy Agreement and immediately institute eviction proceedings against such Occupant, provided, however, said Lessee/Occupant shall have received a Notice of Violation in connection with the prior violation.
6. Notwithstanding any of the foregoing to the contrary, in the event that the Board of Managers intends to declare a Lease in default and/or commence eviction proceedings against Lessee/Occupant, the Board of Managers shall provide written notice to of its intent to do so to the Lessor/Owner at least 10 days prior to taking such action.
7. Both the Lessor/Owner and Lessee/Occupant acknowledge that the Board of Managers shall have no obligation to bring any action against the Lessee/Occupant for violation of the Declaration or Rules, unless the Board of Managers chooses, in its sole discretion to do so, pursuant to the terms of the Declaration.
8. In the event the Board of Managers incurs any costs or expenses, including attorney's fees, due to any violation of the Declaration or Rules by the Lessee/Occupant (or his or her minor child), the Lessor/Owner and the Lessee/Occupant shall jointly and severally be responsible for paying all such fees and costs to the Board of Managers. Such sum shall be deemed to be a special assessment against the Premises pursuant to the terms of the Declaration, including but not limited to, Article XI, Section O and Article XIII, Section D thereof.
9. The Lessee/Occupant hereby deposits the sum of _____ Dollars (\$_____) with the Association in order to guarantee the performance of all obligations and conditions of the Lessee/Occupant (and his or her minor child), including but not limited to, the compliance with all terms of the Declaration and the Rules and further to protect the Association against damages done by Lessee/Occupant (or his or her minor child) to the Common Elements of the Building. In the event of any violation thereof or in the event of any damage to the Common Elements, such sum may be applied towards the remedy of such violations or repair of the Common Elements. Such deposits shall be returned to the Lessee/Occupant at the end of the term of this Addendum To Lease/Occupancy Agreement after the application of part or all of such deposit for the remedy of any violations of the terms and conditions of this Addendum To Lease/Occupancy Agreement.
10. Lessee/Occupant agrees to pay to the Board of Managers upon the execution of the Lease the sum of _____ Dollars (\$_____) as a move in charge to help defer the costs incurred by the Association in providing janitorial and Association assistance in such move. In addition at least ten (10) days prior to moving out of the Building, Lessee/Occupant shall notify the Property Manager of the date of move out and shall pay to the Association a fee of _____ Dollars (\$_____) related to services required for such move.

IN WITNESS WHEREOF, the said parties aforesaid have hereunto duly executed the foregoing instrument as of the day and year first above written.

Lessor/Owner

Lessee/Occupant

Lessor/Owner

Lessee/Occupant

Executive House Condominium Association

By: _____

Date: _____

Maintenance

The Association provides maintenance services on a 40 hour per week, plus an emergency basis to maintain the common area and systems of the building. The maintenance man is not responsible for maintenance and repairs within individual units. All other maintenance and repairs are the individual owner's responsibility.

To create a maintenance request, please use www.executivehouseresidents.com.

Moving Arrangements/Freight Elevator

The freight elevator (the elevator on the far east side of the lobby) may be reserved daily from 9:00 a.m. – 5:00 p.m. for move-ins, move-outs or furniture deliveries. Moving dates and times should be scheduled in advance, so the freight elevator may be reserved. The freight elevator is on a first come, first served basis. To reserve the freight elevator, please use www.executivehouseresidents.com. Please instruct all delivery personnel or movers to see the Doorman upon arrival, so they may set up the freight elevator with the necessary pads and flooring protection and receive direction of our policies and procedures. All deliveries, move-ins, and move-outs must use the east hallway and the delivery bay. Items may not be brought in through the front doors of Executive House. Parking of any vehicles used during the move shall be done following the doorman's instructions. The driver of the vehicle must immediately return to the vehicle and move it in the event that it is obstructing access for other owners/residents.

Noise

Sound does travel in the building and we all need to be conscientious of our neighbors when playing music, hosting parties or remodeling/decorating our homes. Contractors and homeowners may perform noisy operations such as hammering, drilling, etc. from 9:00 a.m. to 4:00 p.m. Monday through Saturday only.

Please remember to turn down your television or sound system after 10:00 p.m. Some residents may hear these appliances throughout the night, causing their sleep to be disrupted.

Nuisance Behavior

In addition to the provisions of the Bylaws of the Executive House Condominium Association (the "Association") and the Declaration of the Association, the following Rules and Regulations, together with such additional rules and regulations as hereafter may be adopted by the Board of Managers of the Association, shall govern the use of all units located in the Executive House Condominium Association so as to benefit the safety, health, and welfare of Unit Owners and to maintain a first-class residential housing development. The following Rules and Regulations shall govern the conduct of all residents thereof whether the same are Unit Owners, approved lessees or the guest of Unit Owners and lessees.

I. OFFENDING CONDUCT, NOISE OR ODORS

A. Conduct and activities in or effecting the Association, including noise or odors from such conduct or activities, are prohibited to the extent that they unreasonably disturb other Unit Owners or their tenants. Each Unit Owner is responsible for the conduct and activities of his or her guests and tenants, both in the Unit and in common areas. The remedies provided against Offending Conduct may be applied by the Board of Managers both to the Unit Owner and his or her tenants.

B. Verbal or physical abuse threats against Association Unit Owners, guests, invitees, Occupants, tenants, management, staff, or employees by Unit Owners, guests, invitees, Occupants, tenants or guests are prohibited. The remedies provided against Offending Conduct may be applied by the Board of Managers the Unit Owners, Occupants, or his or her tenants.

II. REMEDIES AGAINST OFFENDING UNIT OWNERS

A. A Unit Owner, tenant, or Association management may report an alleged violation of the above Rules to the Board of Managers in writing setting forth the date, time, and nature of the violation (“Report of Violation”). Upon receipt of a Report of Violation the Board of Managers will make a preliminary determination of legitimacy of the reported violation, and if warranted, issue a Notice of Report of Violation to the offending Unit Owner and/or his or her tenant, which will have the Report of Violation attached. The Unit Owner and/or tenant receiving the Notice may reply to the Report of Violation by submitting a written statement of facts from their perspective to the Board of Managers.

B. Upon receipt of a Report of Violation, the Board of Managers shall evaluate the Report of Violation and determinate its legitimacy. Upon making their determination, the Board of Managers may determine to take any or no remedial action, including but not limited to:

1. Notifying the offending Unit Owner and/or tenant that the Board of Managers is assessing a fine of up to \$1,000.00 for each violation that occurs after the Board’s determination of legitimacy and thereafter imposing such Fine for each subsequent Notice of Violation;

2. Seeking a Court order providing the relief allowed under Article XIV of the Associations Declaration in addition to any damages caused by the violation of these Rules; and

3. Banning a Unit Owner’s or tenant’s violating guest or invitee from entering the Association’s common elements after giving notice of the same to the Unit Owner or tenant, and expelling a violating guest in the event the violator returns to the premises.

C. Should the Board of Managers seek Court relief under this Article II (B) (2) of this Rule and Regulation and, as a result thereof, the court finds in favor of the Association in any aspect of its claim, all the attorneys’ fees and costs incurred by the Association in prosecuting the Court action against the offending Unit Owner or tenant for his or her violations of these Rules shall be paid by the offending unit Owner or tenant as a Fine for violation of these Rules.

D. Should fines, fees, mediation costs, arbitration costs, attorneys’ fees, litigation expenses or damages imposed on the offending Unit Owner or tenant remain unpaid for more than thirty (30) days, interest will accrue on all outstanding amounts at a rate of 10%, or at a rate of 1% above the Prime Interest Rate if the Prime Interest Rate is above 9%.

E. Unpaid fines, mediation costs, arbitration costs, attorneys’ fees, litigation expenses, damages and interest accruing thereon (“Violation Costs”) shall be a lien on the Unit of the non-paying Unit Owner or tenant under Section 448.3-116 of the Missouri Revised Statutes.

1. The lien to secure payment of Violation Costs shall be in favor of the Association and enforceable by the Board of Managers and their successors in office and shall be for the benefit of all the Unit Owners. Any delinquent Violation Costs lien may be declared by the Board of Managers to be immediately due and payable in full, with interest, and costs without further notice. The Board of Managers may foreclose on the Violation Costs lien by an action brought in the name of the Board of Managers in like manner as a mortgage or real property, as provided in

Section 443.190-443.310 of the Missouri Revised Statutes, consistent with Section 448.3-116 of the Missouri Revised Statutes.

2. Should the Condominium seek to foreclose on the Violation Cost lien, all of the attorney fees and costs incurred by the Condominium in prosecuting the foreclosure shall be paid by the unit Owner as a Fine for violation of these Rules.

3. Any encumbrancer whose lien is junior to the violation damages lien, may from time to time request in writing a written statement from the Board of Managers setting forth the unpaid Violation Damages with respect to the Unit covered by the encumbrances. Any encumbrancer holding a lien on a Unit may pay any unpaid Violation Damages payable with respect to such unit and upon such payment such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

Compliance with Rules and Regulations

Each Unit Owner, tenant, invitee, Occupant, and guest of the Unit Owner shall comply with and abide by all the above Rules and Regulations and also those rules and regulations as may hereafter be adopted from time to time by the Board of Managers. Notwithstanding any of the above Rules and Regulations, the Board of Directors has the authority, under special circumstances, and in its sole discretion, to grant exceptions to these Rules and Regulations, provided same are approved in writing by a majority of the Board of Directors.

The provisions of these Rules and Regulations are severable, and the invalidity or unenforceability of any provision or part thereof shall not affect the validity of enforceability of the balance of the provisions of these Rules and Regulations as a whole.

General Parking Information

All unauthorized cars parked on the lots will be towed at the expense of the owner of the vehicle. If someone is parked in your spot, report it to the Management Office or after hours to the Doorman. Please do not park in someone else's space.

The circle driveway in front of the building is reserved strictly for loading and unloading of small items and groceries. Any use of this area for parking beyond 15 minutes is strictly prohibited. Vehicles parked there for longer than 15 minutes are subject to being towed.

For those individuals who park in the indoor garage(s) or the alley garage please do not store any hazardous materials such as paint, paint thinner or antifreeze in the garage areas. If found, the City of St. Louis Division of Health may impose a fine not exceeding \$500.00 and/or imprisonment not exceeding 90 days.

It is the Alley Garage Owners' responsibility to make sure their garage doors are closed.

Guest Parking

Due to our limited amount of parking spaces, we are unable to guarantee guest parking. When you need guest parking, check with the Property Manager via www.executivehouserResidents.com to see if a space is available. A guest of an Executive House Condominium owner is allowed to park in the owner's assigned parking place for a maximum of 3 consecutive days.

Parking Policy

The following parking policy is established by the Board of Managers of Executive House Condominium Association (“the Association”) at 4466 West Pine Boulevard, St. Louis, MO 63108 (the “Policy”) for the health, welfare and safety of the residents of Executive House Condominium (“Executive House”). All prior parking policies and provisions of the Association shall be of no further effect it being intended that this following policy shall govern all aspects of the eligibility and use of the parking facilities at Executive House.

This policy is adopted by the Association’s duly elected Board of Managers (the “Board”) under the authority conferred by Missouri statute, the Executive House Condominium Declaration (including Articles VI, D and XI, N), and the Association’s By-Laws. The Board is the sole lawful authority for adoption of this policy and any subsequent amendment or replacement of it.

The Board intends that Unit Owners, their guests and invitees shall at all times observe and abide by this Parking Policy and applicable local governmental laws and regulations.

I. DEFINITIONS

Incorporation by reference. Except as otherwise provided herein, capitalized terms shall have the meanings as defined in Article I of the Executive House Condominium Declaration, and shall specifically include the definitions of “Building”, “Occupant”, “Parking Area”, “Person”, and “Unit”.

Unit Owner. The term Unit Owner shall mean, in the case of natural persons, the person whose estate or interest constitutes the entire fee simple absolute ownership of a Unit. Where two or more persons shall collectively possess the entire fee simple absolute ownership of a Unit, the Unit Owner shall be deemed to be that person who possesses the greatest percentage interest, share or estate in the Unit. Where two or more persons equally possess the greatest percentage interest, share or estate of a Unit, they shall designate one of them as the Unit Owner for these purposes. The Unit Owner so designated may be changed in the event of the death of the designated Unit Owner or the transfer of the designated Unit Owner’s interest in the Unit. Where the Unit Owner is a Trust, the Trustee of such Trust shall be deemed to be the Unit Owner unless the Trustee shall by written designation appoint a Trust beneficiary as the Unit Owner provided such beneficiary is a Resident of the Unit. The Trustee may designate from time to time a different trust beneficiary as the Unit Owner provided such beneficiary is a Resident of the Unit. Where the Unit Owner is a corporation, limited liability company, limited or family partnership or any other legal entity, such entity shall be deemed to be the Unit Owner unless the entity’s lawfully appointed Directors or Partners or Members as the case may be, designates one of its shareholders, members or partners as the Unit Owner provided such person so designated is a Resident of the Unit.

Resident Unit Owner. The term Resident Unit Owner shall mean a Unit Owner who physically occupies his or her Unit as a principal place of residency for not less than twenty-five (25) weeks per calendar year and who also intends such Unit to be his, her or their legal place of residency. Unit Owners whose residency status is questioned may be required to furnish to the Board such documents and other information as may tend to demonstrate that the requirements of Resident status are met. The Board shall thereafter consider such information together with the Board’s own information and investigations and make a determination concerning the Unit Owner’s status as a Resident Unit Owner. The Board shall thereafter advise the parties of its decision which shall be reflected in the Minutes of the Managers’ meeting. This provision shall not limit or prevent either party from seeking a judicial declaration on the legal question of any person’s status as a Resident Unit Owner.

II. GENERAL

All parking facilities of the Executive House are common areas or limited common areas of Executive House and are intended for the exclusive use and enjoyment of Unit Owners, and their guests and invitees and for those having business with Executive House.

As provided herein, the Board is authorized to lease the various types of parking facilities to Unit Owners and to charge a regular or special assessment for each type of parking facility at Executive House.

The Board may at any time and from time to time establish procedures for the issuance of parking permits, decals or tags identifying those motor vehicles entitled to utilize the parking facilities at Executive House. Such procedures may include but are not limited to the Unit Owner's proof of ownership or lease of the designated motor vehicle and Unit and proof of Resident Unit Owner status.

No motor vehicle may be parked at Executive House without a properly issued permit, decal or tag issued by the Board or its Managing Agent and without such vehicle bearing a current license plate identifying the state of registration and ownership of such vehicle.

The Board shall have the authority to revoke the parking privileges of any Unit Owner who is in violation of this Policy, the Condominium Declaration or the By-Laws.

In addition to the remedy of revocation of parking privileges, a violator of this Policy shall be subject to: (a) a fine of not more than \$50 per violation per day; (b) wheel-locking or towing; (c) ticketing by local governmental authorities; (d) injunctive relief and damages. In the event the Association shall incur costs, expenses or attorney fees in the enforcement of this Policy, the Association shall be entitled to reimbursement from the defaulting party of all such costs and expenses including reasonable attorney fees.

Any challenge to this Policy (in whole or in part) to the actions of the Board (and its Property Managers) shall not be successful unless shown that the Policy provision in question or the actions of the Board were arbitrary and capricious. In any unsuccessful challenge to this Policy or the actions of the Board (and its Property Manager) in implementing this Policy, the Association shall be entitled to recover its costs, expenses and reasonable attorney fees from such challenger.

Unit Owners shall be responsible for any damage caused to the Condominium property by such Unit Owners and Occupants or their guests and until the cost of such damage has been reimbursed to the Condominium, such cost shall constitute a lien upon the Unit and the Board shall have authority to record a Notice of such lien in the public records.

III. OUTSIDE PARKING SPACES

A. Number of Outside Parking Spaces. Each Resident Unit Owner who does not have an assigned Indoor Garage space and each Unit Owner or one designated lessee of a Unit Owner who does not hold the right to utilize an Alley Garage space shall be entitled to one (and only one) outside, off-street parking space. In the case of multiple Units owned by a single Unit Owner (whether or not combined as a single Unit for occupancy purposes) the Unit Owner shall be entitled to utilize one outside, off-street parking space for each Unit upon which a monthly assessment on a Unit is levied. The Board is authorized to charge a monthly assessment for parking in the Outside Parking Spaces.

B. Additional Outside Parking. There may be from time to time additional outside parking spaces available over and above the number required to satisfy the requirements as outlined in this Section. The objective of this Policy is to provide the greatest number of additional outside parking places for the greatest number of Unit Owners subject to the following rules and conditions. A Unit Owner may be assigned a temporary, additional parking space on the outside lot upon request of the Unit Owner but the assignment of an additional space to any Unit Owner shall be deemed temporary and shall be immediately surrendered upon the request of the Board or Managing Agent. Only Unit Owners shall be entitled to utilize additional outside parking spaces.

No Assignments by Unit Owners. A Unit Owner who does not possess an automobile or does not wish to use the outside space to which he/she is entitled may not assign or license the use of a parking space to any other person. Assignment of parking spaces shall be solely determined by the Board or Managing Agent.

Eligibility Requirements for Additional Outside Parking. Only Unit Owners shall be eligible to utilize an additional outside parking space and only upon the following conditions:

There are surplus outside parking spaces available beyond the number needed to meet the needs of Unit Owners under their entitlement.

The Unit Owner is not in default under the provisions of the Condominium Declaration, By-Laws and Parking Policy then in effect.

The Unit Owner must submit the proper application for Additional Outside-Parking and pay the required monthly fees.

Priority for Additional Outside-Parking. For those Unit Owners meeting the conditions in this Section, the following rules shall govern the assignment of additional temporary outside parking spaces:

One (1) Additional Outside Parking space will be made available to those Units owned by two (2) or more individuals as confirmed by the deed for the Unit in question. The initial date of purchase of the Unit shall establish the priority date for the parking space in question with the Unit Owner's earliest date having preference over competing requests. A Unit Owner simultaneously changing ownership of Units within the Condominium shall not be deemed to have interrupted its status as a Unit Owner for priority purposes.

To the extent that Additional Outside Parking spaces remain available after satisfying all other priorities, the Board or Managing Agent may assign Additional Outside Parking spaces to Unit Owners on a case by case basis using such Unit Owner's initial date of purchase of the Unit to prioritize competing requests.

In the event it becomes necessary to meet demand of a higher-priority request the Board or Managing Agent may terminate the assignment of Additional Outside Parking spaces as follows:

Units owned by only one (1) Unit Owner shall be the first to surrender an Additional Outside Parking space in reverse chronological order of the Unit Owner's purchase date.

Next, Units owned by two (2) or more Unit Owners shall surrender their Additional Outside Parking space in reverse chronological order of the Unit Owner's purchase date.

Exchanges. Additional Outside Parking spaces may be exchanged between or among Unit Owners subject to approval of the Board or Managing Agent. All parties to such an exchange must notify the Building Manager of their intent in writing.

IV. INSIDE LEASED PARKING SPACES (does not include Alley Garages)

A. General Provisions for Inside Garage Parking Spaces

Application of this Section. The provisions of this Section apply only to the assignment of Inside Garage Parking spaces and do not apply to Alley Garages Spaces which are addressed elsewhere in this Policy. The Board may establish and collect a monthly assessment for all Inside Garage Parking spaces which shall be payable on the date and in the same manner as monthly condominium assessments.

Eligibility for Inside Garage Parking. The Inside Garage Parking spaces within the Condominium are reserved for the exclusive use of Resident Unit Owners who do not hold a license to utilize an Alley Garage Parking space. No Resident Unit Owner shall be eligible for assignment of more than one (1) Inside Garage Parking space regardless of the number of Units owned or the number of persons holding title to a Unit. For purposes of this Section separate Units which have been or shall later become combined Units shall be deemed a single Unit whether or not the ownership of the Units is combined.

Priority of Parking Assignments.

Available parking assignments within the Inside Garage shall be allocated for assignment to Resident Unit Owners on a seniority basis using the date of acquisition of a Unit as determining the priority between and among eligible applicants. A Unit Owner who becomes a Resident Unit Owner following acquisition of the Unit shall be given priority based on the date such person first became a Resident Unit Owner. A Unit Owner simultaneously changing ownership of Units within the Condominium shall not be deemed to have interrupted its status as a Unit Owner for priority purposes. For this purpose a change in the designation of Unit Owner for Units owned by a trust or any legal entity shall operate to terminate the assignment of an Inside Garage Parking space assigned to the prior Resident Unit Owner.

The Board may compile a waiting list of all Resident Unit Owners who desire assignment of the next available Inside Garage Parking space.

Proof of Eligibility and Ownership.

a. In connection with the initial assignment or continuation of an assignment of an Inside Garage Parking space the Board may request and the Unit Owner shall furnish reasonable proofs of Resident Unit Owner status and ownership or leasing of its designated automobile.

b. A Resident Unit Owner shall immediately notify the Board or its Property Manager of any change of ownership or leasing of the Resident Unit Owner's designated automobile or any change in its mailing address on any tax return, property tax bill or voter registration.

Temporary Absence of Resident Unit Owner. A Resident Unit Owner who temporarily is absent from his or her Unit for more than thirty (30) consecutive days may, upon written request and approval by the Board authorize another Resident Unit Owner to utilize the Inside Garage Parking space assigned to the absent Unit Owner during the temporary period of absence.

Transfers and Assignments. Inside Garage Parking spaces may not be transferred, assigned, bequeathed, sold, or sublet. Notwithstanding the foregoing, upon the death or disability of a Resident Unit Owner the Board may transfer, without interruption in assignments thereof, the Inside Garage Parking space for that Unit to a co-Owner who if eligible shall become the Resident Unit Owner.

Revocations. Inside Garage Parking space assignments shall terminate and may be re-assigned whenever a Unit Owner is no longer a Resident Unit Owner or otherwise becomes ineligible under the provisions of this Policy, including ineligibility arising out of any violation of the Condominium Declaration, By-Laws or this Policy. Upon reinstatement, an eligible Resident Unit Owner may apply for another assignment of an Inside Garage Parking space and he or she shall be added to the waiting list for assignment when an Inside Garage Parking space becomes available.

V. ALLEY GARAGE PARKING

A. General Provisions. The provisions of this Section apply only to the assignment and use of Alley Garage spaces which are limited common elements within the Condominium and are subject to its Declaration, By-Laws and this Parking Policy. The Board shall have the authority to levy monthly assessments for each of the Alley Garage spaces to its record owner.

B. Transfers. As limited common elements of the Condominium, the right to exclusive use of Alley Garage for parking motor vehicles may be sold, transferred or conveyed only as part of the transfer of a Unit or to another Unit Owner. Instruments of transfer of exclusive rights to Alley Garage parking spaces shall be by deed recorded in the Office of the Recorder of Deeds for the City of St. Louis unless the Board shall proscribe a different procedure. The transferor of exclusive rights to utilize an Alley Garage space shall provide to the Board or its Property Manager a copy of such recorded deed or instrument for its records. Any attempted transfer of a Unit Owner's exclusive rights in an Alley Garage parking space to anyone other than a Unit Owner shall be void and shall constitute a violation of the Declaration, Bylaws and this Policy.

C. Leasing. The Unit Owner holding the rights to use an Alley Garage parking space shall have the right to rent or lease the use of the Alley Garage Parking space to any other Unit Owner or Occupant of a Unit, but not otherwise. The Unit Owner holding the rights to use an Alley Garage Parking space shall be responsible for any damage caused to the Alley Garage structure by such Unit Owner, or their tenants and guests.

VI. REMEDIES, LATE FEES, AND PENALTIES

A. Late Fees. Late Fees of 5% or \$25 (whichever is greater) shall be assessed on parking assessments not timely received by the Association on account of any assigned parking space(s). Payments received shall be applied first to such late fees, then to the monthly parking assessment, and the balance, if any, in such manner as the Board may elect.

B. Termination or Suspension of Parking Privileges

Any Owner/Occupant whose account with the Association (including but not limited to all general assessments, special assessments, parking fees and/or fines, late charges, penalties, court and legal fees) remains delinquent for more than 60 days shall become ineligible for the use of any parking spaces within the Condominium.

In the case of any Inside Garage Parking space the Resident Unit Owner Owner's assignment of such parking space shall terminate and may be re-assigned to the next eligible Resident Unit Owner on the waiting list.

C. Filing a Lien. The Board shall have the authority to file a notice of lien against a Unit where the Unit Owner or Occupant fails to pay any parking assessment for two (2) months or more. The cost and expense of the preparation and recording of such notice of lien, including but not limited to the Association's attorney fees and cost of recording a release of such notice shall be additional amounts owed by such Unit Owner or Occupant for the release of the lien.

Pipes

Domestic pipes serving more than one unit (such as the waste line stack) are considered a common element and are the responsibility of the Association to repair or replace.

The Missouri Uniform Condominium Act (the “MUCA”) states that pipes serving one unit are defined as a limited common element. A “common element” is defined as any portion of the property other than the units, and a “limited common element” is defined as a common element allocated by the declaration or by the MUCA itself “for the exclusive use of one or more but fewer than all of the units.” § 448.1-103(4), 448.1-103(17). Further, §448.2-102(2) provides that “any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit.”

Per the Association’s Declaration, a Limited Common Element is defined in *Article I, Section L* as:

A portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, and continuous to or *servicing exclusively such Unit* or Units as an inseparable appurtenance thereto, including, without limitation, certain balconies.

(Emphasis Added) *Article X, A(1) of the Declaration.*

The Association’s governing documents also promulgate that the upkeep, maintenance, repairs and replacements within one’s “Unit and the Limited Common Elements servicing exclusively such Unit and plumbing and through-the-wall fixtures or installations and any portion of any utility service facilities located within the boundaries of such Unit ...”. *Article X, A(1) of the Declaration.*

The pipes servicing only your Unit are Limited Common Elements. As a Limited Common Element, and as described in the Association’s governing documents, the Unit Owner is responsible for the necessary repair and expenses associated with these pipes. If a pipe servicing only your Unit causes damage to someone else’s unit or to a Common Area, you are also responsible for those damages.

Porters

The porters maintain the common areas in and around the building including pulling the trash and recycling. The lobby, hallways, laundry room, and library are cleaned daily and the exterior elements of the building are patrolled daily. If you have a complaint about housekeeping please direct your concerns to the Management Office rather than to the porter.

Postings on Bulletin Boards

No letters or other material that expresses a personal opinion can be posted on the West Hallway and Laundry bulletin boards without permission from the Board.

Please use www.executivehouseressidents.com to submit a desired posting to our community website.

Real Estate Open Houses

1. Real Estate Agents must accompany the prospect to and from the lobby. It is not permissible for Real Estate Agents to request the Executive House staff to call the agent or their representative when prospects arrive in the lobby.
2. Real Estate Agents are prohibited from soliciting business in the common areas of the property unless prior permission has been granted by the Property Manager allowing the Agent to use a specific area, such as the Library or conference room.
3. No signs may be placed on the property indicating that an open house is being held.

Remodeling and Alterations to Units (also see Contractor Policy)

A unit owner planning structural alterations or major remodeling of the interior of a unit must receive approval from the Board of Managers. Prior to any remodeling work, you must submit in writing all your renovation intentions. Any structural changes made within the unit may require additional documentation from your structural engineer before consent is given by the Board of Managers.

Because the Executive House was built in 1964, a time when asbestos was commonly used, owners should be aware that it is possible that materials original to the building that remain in their units might contain asbestos. Specifically, the Association has been advised that adhesive used to secure original floor tiles, as well as some of the original, non-wooden, floor tiles, have been tested in certain units and found to contain asbestos. If the tile or adhesive is sanded or ground or otherwise made airborne, it may become hazardous. It is the owner's responsibility to inform their contractor that asbestos might be present and to ensure that proper abatement is performed in the event that remodeling and or alterations could cause asbestos to become airborne. The Executive House Condominium Association is not responsible for maintenance to individual units and makes no warranties or representations concerning the content or quality of building materials existing in individual units and nothing herein shall be construed as such.

The Association also has a policy regulating contractors. An owner employing contractors for any type of work should obtain a copy of this policy from the Management Office and must require the contractors to abide by the conditions outlined in this policy.

Rollerblading

Rollerblading is not permitted in any of the common areas of the building.

Rooftop Access

The roof is not open to anyone because of liability, safety and mechanical reasons. Should you trigger the roof door alarm, the fire department may be dispatched and you could be subject to a fine.

Solicitations

No notices or flyers of any kind can be placed on or underneath homeowner's doors.

Smoking

Smoking is prohibited in any of the inside common elements and is also prohibited at the front entrance. Do not discard cigarette butts or any other items over the balcony or out your windows. It not only has the potential to become a fire and safety issue, but could injure someone as well.

Storage Lockers

A limited number of storage lockers are available at Executive House and on occasion there has been a waiting list. These lockers are for homeowners only. Once assigned the homeowner is required to secure the locker with a padlock. Homeowners must see the Doorman to gain access to these locked areas. Executive House is not responsible, nor liable for items stored in these areas. It is strongly recommended that any personal items stored in the lockers are placed in plastic containers or bags. Any items found in the aisles of the storage room will be discarded. Storage lockers are not transferable upon the sale of your condominium unit.

Use of the storage lockers does not create or constitute a bailment and nothing herein shall be construed to create a bailment between you and the Management Office or the Association.

Trash & Recycling

The trash is pulled daily. Residents should carefully bag and tie their trash, (including animal litter and diapers) and place it in the large receptacle in the trash room.

Animal litter or any type of glass should NOT be placed in the trash chute.

Paper and cardboard of any kind cannot be left in the trash room due to the increased possibility of fire.

To reduce the risk of injury and or infection to the Executive House staff please make sure that all hypodermic needles are properly disposed of in the proper containers. Please do not dispose of these materials in the trash chute at anytime.

Recycling

Glass bottles, jars, plastic containers #1, 2,3,4,5 and 7, aluminum containers, and steel cans are acceptable to place in the blue recycling container in the trash room.

Any paper products such as paperboard carrier stock, junk mail, mixed office paper, magazines, catalogs, telephone books and newspapers must be placed in the blue recycling containers on the first floor. These recycling bins are found in the mailroom and east hallway.

Cardboard and moving boxes must be collapsed (if possible) and brought to the delivery bay area off the east hallway.

Snow Removal

All walkways, parking lots and other traveled areas within the common elements will be cleared of snow as quickly as possible.

Utilities

A portion of your Association dues include the following utilities: water, gas, heating, cooling, and sewer. The unit owner is responsible for electric, phone, cable and internet services.

Water Shutdowns

Due to the age of the building water shutdowns are often required when a resident chooses to make bathroom or kitchen plumbing modifications within their unit. Any repair or contractor work requiring the domestic water to be shut down must be scheduled in advance with the Management Office. Residents are notified at least 48 hours in advance (unless it's an emergency) via e-mail, the communication organizer and a posting is placed above the mailboxes. Shut downs are scheduled on Tuesdays, Wednesdays, and Thursdays. Water shut downs begin after 9:00 a.m. and water is restored to the building as soon as the repair or contractor work has been completed. The Management Office tries to limit water shut downs to once a month in order to limit the inconvenience to residents.

Window Policy

The thermal pane window, frame, ballasts, springs, and screen are not common elements of the building, and are owned by each individual unit owner. With respect to repair or replacement the owner is responsible for all costs, including but not limited to:

1. Screens
2. Frame
3. Locks
4. Weather Stripping
5. Glass Replacement
6. Caulking – Inside and Out

Replacement windows must match the standard windows for the building.

Window Washing

The outside cleaning of the windows is the owner's responsibility.

Work Orders

The maintenance man is not responsible for maintenance and repairs within individual units with the exception of the bi-annual filter change of the fan coil units. All other maintenance and repairs are the individual owner's responsibility.

To create a maintenance request, please use www.executivehouseressidents.com.

Section 4 - Common Elements

Laundry Room

The laundry room, located off the west hallway, is open twenty-four (24) hours a day. Both the washer and dryers require quarters for operation. There is a dollar bill changer and soap dispenser located in this room.

The laundry room equipment is maintained by a commercial service. Instructions for reporting equipment problems or refunds are posted on the machines. Please contact the company either by e-mail or phone for refunds. Neither Management, nor the Association is responsible for any damages to clothes as result of use. Items left in the laundry room will be held in the Management Office for approximately two (2) weeks.

Please remove laundry promptly after the machine completes its cycle, so that the facilities may be used by others. For those of you who wash pet bedding, please take a moment to wipe out the washer once the cycle has been completed. This will avoid the next person using the washer getting dog hair all over their clothes.

Library

The Library located off the east side of the lobby is available for residents' use for private parties or meetings. All activities must end by 11:00 p.m.

Reservations should be made using www.executivehouserescidents.com. A \$50.00 clean up fee will be assessed if the library is not returned to its original condition.

Mail Chute

To avoid mail delay and the hallway chute from clogging please place only appropriately sized letters in the chute. If in doubt, place in the lobby mailbox.

Mail Room

The mailroom is located on the first floor west of the lobby, and each unit is assigned a locked mailbox. New residents should receive their mailbox key from the previous owner of his/her unit. Anyone who loses a mailbox key should contact the Management Office to arrange for a replacement lock. The replacement fee is \$15.

Pool

The swimming pool is typically open from late May to early September. The opening and closing dates of the pool are e-mailed to residents and posted in the mailroom area.

The pool is accessible to occupants and their guests on a twenty-four (24) hour basis provided there is no disturbing noise after 10:00 p.m. The pool rules and regulations are distributed prior to the pool opening and are also found on the outer wall near the unisex bathroom in the pool area.

Rules and Regulations

1. Admission to the pool is limited to condominium owners, renters and their guests.
2. Residents will limit their guests to no more than two (2) persons per unit at all times. Residents must accompany guests at all times.
3. The Association and Management Office **does not** provide a lifeguard for the pool. Use of the pool and pool area is at your own risk.
4. Shoes and cover-up must be worn to and from the pool.
5. Barbequing is only allowed on the upper pool deck.
6. No gum is allowed in the pool area.
7. Pets are not permitted in the pool area.
8. Glass containers of any kind are NOT allowed in the pool area. All beverages must be in plastic containers or cans.
9. Trash, or any form of litter, must be put in the proper disposal container. The deck should be kept clean.
10. Cigarette butts must be disposed of in containers filled with sand. Cigarettes should not be strewn about the pool deck or discarded in the flower beds or pots.
11. Running and rough play is prohibited in the pool area at all times.
12. No children under the age of twelve (12) will be allowed in the pool area unless accompanied by an adult resident. A resident must be a minimum of sixteen (16) years old to be at the pool unaccompanied by an adult.
13. The use of swim fins, air mattress, and beach balls is prohibited on holidays and weekends. Other accessories (noodles, life jackets, and belts) may be used at your discretion.
14. When listening to radios, courtesy should be practiced regarding volume.
15. Any resident may bring a chair but must assume the responsibility for storing it in our unisex bathroom. Please tag your chair with your name and unit number. We will not be responsible for personal items that are left.
16. Private Parties:
 - a. The pool is available for private parties, Monday through Thursday (excluding holidays), from 7:00 – 10:00 p.m.
 - b. There is a \$100.00 charge for the use of the pool for private parties. A deposit of \$100.00 is required. The deposit will be refunded provided there are no damages.
 - c. Supervision of a lifeguard is required during the private party. Arrangements for this service may be made through Pro Pool Management. Please see Management Office for phone number.
 - d. Reservations should be made using www.executivehouseresidents.com two (2) weeks in advance and will be subject to an agreed upon charge covering the cost of a lifeguard.

Suntan Lotion

Please shower before entering the pool. The lotions affect the pool equipment and will cause damage.

Upper Pool Deck/Grilling Area

The upper pool deck/grilling area is typically open from late May to the end of September. Patio tables and two (2) gas grills are available for everyone's enjoyment. Please follow the instructions located on the wall behind the grills.

Vending

A soda and a snack machine are located off the west hallway. The equipment is maintained by a commercial service. Please post any refund information on the machine with name, unit number and amount of loss and the vending driver will process all requests.

Section 5 - Building Management

Assessment/Condominium Fee

The annual condominium assessment, assessed monthly, and fees are set by the Board of Managers as prescribed in the By-Laws of the Association. Fees and assessments are due the Association on the first (1st) day of the month, and are delinquent after the fifth (5th) day of the month. Any fees received after the fifth (5th) will be assessed a late fee of \$50.00 per month.

The Association does not send out monthly invoices, so please make note of the date payment is due. Delinquent notices will be sent to homeowners.

Condominium fees can be deposited in the black mailbox in the mail room, left with the Property Manager or mailed to Executive House Condominium at 4466 West Pine, St. Louis, MO 63108.

For proper posting to your account please put your unit number(s) on your check.

Board of Managers Membership

The Board of Managers consists of 7 members. They are elected by unit owners at the annual meeting held in March. The Board members serve for two years, with three elected one year and four the following year. The current members of the Board of Managers are posted on the bulletin board in the west hallway.

Building Management/Community System – www.executivehouserResidents.com

Executive House has an on-line building management and community system, BuildingLink, that enables owners and residents to communicate with building management and the Executive House community. Whenever possible, all communications with management and requests for maintenance or reservations of common elements should be made through the system.

For owners or residents who do not have a computer and/or internet access, access to the system is available on a computer in the entry room to the Management Office. This computer is available 24 x 7 although use of it is on a first come, first served basis.

Access to the system will be granted to all new owners and residents as soon as possible after closing date or tenancy date.

A public display monitor is located next to the doorman's station, displaying units that have packages and common announcements.

For more information about the system or to request a login, please contact the Management Office.

Management Company

The Association employs a Managing Agent who is responsible for the day-to-day operations of the building. The managing agent is responsible for providing the following services:

- Advertise, interview, hire, dismiss and supervise all building personnel.
- Oversee all outside contractors performing normal or emergency repairs and maintenance on common areas of the property.
- Enforce rules and regulations.
- Maintain office files and records.
- Approve operating invoices for payment.
- Assist residents where possible to make living at Executive House more enjoyable.
- Prepare annual budget.
- Be on call in case of emergency.

Any resident having a building or employee complaint should direct their comments to the Management Office.

The Property Manager's office is located off the lobby. Office hours are Monday through Friday from 8:30 a.m. – 5:00 p.m. You may contact the office at 314-534-4466.

Meeting of the Voting Members

There is an annual meeting of voting members held in accordance with the By-Laws.

All meetings of the Board of Managers are open to unit owners. The dates of the meetings are posted on the bulletin board in the west hallway and unit owners are mailed a copy of the schedule in early December. Meetings are held bi-monthly (with the exception of November and December); on the third Monday at 6:00 p.m. in the Library off the main lobby.

Returned Check Policy

Effective July 1, 2008, any check which is returned from the bank will be assessed a \$50.00 fee and a late fee of \$50.00. If two (2) checks are returned within a 12 month period all future payments must be made in the form of a cashier's check or money order.

Any owner whose account with the Association (including but not limited to all general assessments, special assessments, parking fees and/or fines, late charges, penalties, court and legal fees) remains delinquent for more than 60 days shall become ineligible for the use of any parking spaces within the Condominium. In the case of any Inside Garage Parking space the Resident Unit Owner's assignment of such parking space shall terminate and may be re-assigned to the next eligible Resident Unit Owner on the waiting list.

The Board shall have the authority to file a notice of lien against a Unit where the Unit Owner or Occupant fails to pay any assessment for 2 months or more. The cost and expense of the preparation and recording of such notice of lien, including but not limited to the Association's attorney fees and cost of recording a release of such notice shall be additional amounts owned by such Unit Owner or Occupant for the release of the lien.