

# 5912 SAINT CHARLES CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

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Version 1.0

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## **I. INTRODUCTION**

- A. These Rules and Regulations are set forth by the Board of Directors of the 5912 Saint Charles Condominium Association (“Association”) in accordance with the Louisiana Condominium Act (“Act”), the Declaration Creating and Establishing a Condominium Regime (“Declaration”) and its supporting documents, including the Articles of Incorporation (“Articles”) and The By-Laws (“By-Laws”)(in total, referred to as the “Condominium Documents”) of The 5912 Saint Charles Condominium Association, Inc.in the best interest of all the owners and tenants.
- B. The Rules and Regulations are intended to ensure that the financial obligations of the Association are met in a timely and efficient manner, that the appearance of the condominium building is preserved and maintained, that Unit Owners’ rights to quiet enjoyment of premises are protected and to safeguard and enhance the value of the property.
- C. All residents, guests and their employees are bound by these Rules and Regulations, as well by the Condominium Documents. Owners are responsible for adherence to all rules and regulations by all persons residing in or visiting the Unit, including but not limited to children, guests, employees and lessees.
- D. As used in these Rules and Regulations, the term “Resident” shall refer to the occupant of a Unit and “Owner” shall refer to the owner of the Unit.
- E. As used in these rules and regulations, the term “Property Manager” shall refer to the company or persons designated by the Board of Directors to manage the property on a day-to-day basis.
- F. In the event of a conflict between these Rules and Regulations and the Condominium Documents, the Condominium Documents will prevail.
- G. The Board of Directors reserves the right to amend, alter or rescind these regulations from time to time as deemed necessary pursuant to the Condominium Documents.

## **II. GENERAL USE AND OCCUPANCY**

- A. Units may only be used as private residences (full or part-time) by the Unit Owners, their families or permitted tenants. Residents may use their units as an ancillary or secondary office to an office established elsewhere so long as their principal use of the Unit is for residential purposes and so long as there are no employees of such Resident regularly employed at the Unit.
- B. The number of Residents who make the Unit his primary residence may not exceed more than one (1) person for each 250 square feet of floor area within the Unit.
- C. Units may be rented or leased only in entirety and for a term of no less than 12 months and not more than 24 months.

- D. A Unit Owner/Resident shall not use a Unit for any bed and breakfast, guest house, hotel or transient purpose in which any party receives payment or anything of value for said use. An Owner/Resident shall not advertise the Unit for rent on Airbnb, VRBO, HomeAway, or similar websites or internet type platforms. A breach of this provision, after notice and a hearing before the Board, may result in a fine equal to the amount of the rental plus an additional fine up to \$500.00 per day of rental. The Unit Owner/Resident shall also reimburse the Association for related costs, expenses, and legal fees if incurred.
- E. Unit Owners and tenants shall not use or permit any use of their premises for unlawful purposes. No use may be made which would violate any law or government rule or regulations, or that would be injurious to the reputation of the property or Association.
- F. Unit Owners and Residents shall not use or permit to be brought into the Building any inflammable oils or fluid or other materials or articles deemed extra-hazardous to life, limb or property without in each case obtaining Association approval.
- G. With appropriate notification, an authorized representative of the Association shall be entitled to reasonable access to the individual units for maintenance or repairs or, in the event of an emergency, for the preservation of any individual Unit or Common Element. Access shall be limited to reasonable hours (except in the event of an emergency) and subject to the terms of the Condominium Documents.

### **III. COMMON ELEMENT USE AND MAINTENANCE**

- A. All Owners, Residents and their guests have equal rights to use or enjoy the benefits of the Common Elements in such manner as will not restrict, interfere with or impede use by other Unit Owners.
- B. Owners and Residents are responsible for keeping all Common Areas litter free and in good operational order. Please notify Property Manager of any maintenance concerns or required repairs of the Common Elements.
- C. Loud yelling, lewd, violent or threatening behavior is not allowed in Common Areas including but not limited to balconies and corridors.
- D. Residents are expected to dress appropriately when occupying Common Elements of the building. Shirts and foot coverings should be worn at all times. Nudity is unacceptable under any circumstances.
- E. Signs, satellite dishes, antennae or other objects are prohibited from being displayed in, on or attached to any Common Area or Common Element wall, door, window, balcony or roof. Such items are also not permitted to be placed on a balcony or terrace.
- F. Any alteration in appearance, additions or improvements to Common Elements (including the exterior windows, doors, balconies or outside walls) by an Owner requires the written approval of the Board.
- G. All hallways, stairway corridors and other Common Elements must be free of personal furniture, art objects, bicycles, carts, floor mats or other objects. In case of an emergency these items could be hazardous.
- H. No smoking is allowed in the Common Areas of the building – doorways, corridors, stairs, elevator, garage, etc. Please inform your guests to put out smoking materials before entering the building and to abide by this rule.
- I. No Resident or Guest may litter or cause any unsightly, unhealthy or unsanitary conditions in any part of the condominium building. This includes but is not limited to spills, failure to clean up pet waste and the placement of trash bags outside of individual units. Residents

must clean up their own messes. Owners violating this rule will be charged the cost of professional cleaning services.

- J. A Unit Owner is liable for the expense of maintenance, repair or replacement to Common Elements due to actions or negligence of the Owner or his tenant, family member, guests, invitee, employee or agents. The Unit Owner will be assessed for the cost of repairs.

#### **IV. BASEMENT STORAGE**

- A. As of Spring, 2017, each Unit will have a designated storage area in the basement, to be used only by the Owner or Resident. Initial assignment of a storage space for a Unit will be set by a lottery drawing. Each assignment is for a one (1) year period, automatically renewable if there are no outstanding violations related to the use of the storage space.
- B. Boundaries of each storage space will be marked on the floor of the basement. Each Owner or Resident is responsible for keeping their stored items within the marked boundaries.
- C. Owners and Residents are prohibited from storing items in common areas of the basement outside their designated storage space. Any items left by Owners in the common basement space will be discarded without notice.
- D. No flammable or explosive items should be stored in the storage areas. This includes but is not limited to aerosol cans, cleaning fluids, gasoline, propane canisters, excelsior and other packing materials, ammunition and liquor.
- E. No motorized vehicles may be stored in the basement.
- F. Owners may swap their designated storage spaces among themselves. If an Owner or Resident does not use his designated storage space, he may allow another Owner to utilize it. All changes of storage space assignments or use require prior notification to the Property Manager that includes acknowledgement of the changes by the Unit Owners impacted.
- G. All storage spaces are in the locked sections of the basement but individual storage spaces are not secure. Any loss or damage to personal property is the sole responsibility of the Owner.
- H. Multiple or on-going violations of the Rules and Regulations related to Basement Storage may result in the loss of a Unit's designated storage space.

#### **V. PARKING AREAS**

- A. No Owner, Resident, or Guest shall park in a reserved space without permission of the parking space owner. Any vehicle parked without permission of the parking space owner will be subject to towing at the expense of the owner of the towed vehicle.
- B. Only motorized vehicles may be kept in parking spaces. Bikes shall be stored in the bike rack in the basement. Parking areas may not be used for storage.

#### **VI. BALCONIES AND TERRACES**

- A. Balconies, although private, are open spaces, and other Residents are affected by your activities. Always assume that there is someone above, beneath, or beside you. Please make every effort to not disturb neighbors while on your balcony and to avoid spilling liquids or debris on other Resident's balconies.
- B. Residents are required to maintain their balcony in a neat and orderly condition.
- C. The Association will permit reasonable seasonal decorations for common holidays or events. Banners, advertisements, or notices of any other kind are prohibited on balconies.
- D. Balconies may not be used for storage of any kind. Personal property not permitted to be stored in the basement cannot be stored on balconies.

- E. The construction of any permanent structure on a balcony is prohibited.
- F. The use of balconies as a holding area for pets is prohibited. No one shall keep a pet on the balcony unattended for extended periods or overnight.
- G. For fire and safety concerns, no charcoal and wood burning devices are allowed on the balcony. Grills should not be left unattended.
- H. Cigars, cigarettes, bottles, cans and other objects shall not be thrown from windows or balconies.
- I. Mops, cloths, and brooms must not be dusted or shaken from Unit windows, balconies, or in the halls or stairways.
- J. Each balcony is a Limited Common Element. No alteration of a balcony is permitted without the express prior written permission of the Board.

## **VII. SECURITY**

- A. Building security is the responsibility of all building Residents. Residents are encouraged to exercise vigilance and report any violations of building security rules.
- B. All doors leading outside must stay closed and locked at all times. This includes the front door, the side door to Eleonore St., and the rear basement door. Notify the Property Manager immediately if a security door or lock needs repair. Do not leave doors open and unsupervised.
- C. Residents must not admit anyone through the security system except their own visitors. Do not open doors for strangers. Safety is more important than any attempt to be neighborly or courteous. Only building Residents may use the entry codes to enter the residential portion of the building. Vendors, contractors and commercial tenants are to be allowed entry only by and escorted by the Residents or Owners of residential property.
- D. Please notify the Property Manager of cleaning services, dog walkers or similar service employees that will require access to floors 1-3 on a regular basis.
- E. Notify the police of any suspicious person in or around the building.
- F. Residents who are victims of a crime to their person or property are strongly encouraged to report the crime to the New Orleans Police Department and the Property Manager or the Board of Directors.
- G. Security cameras have been placed around each building entrance to monitor activity. Up to a week of footage may be accessed by Owners, Residents, the Property Manager or law enforcement to address any criminal or suspicious activity. This footage will also be used to investigate damage to Common Elements.
- H. Residents must report any broken or non-functioning security lights to the Property Manager so they can be properly repaired or replaced.
- I. Door-to-door solicitation is not permitted, including the leaving of promotional materials. If a solicitor comes to your door, please escort him or her out of the building or call the police. Do not permit solicitors unescorted access to Common Areas. Please inform the Property Manager of the names of solicitors.
- J. Unit Owners are responsible for their keys. If any keys are lost or stolen, their owners must bear the cost of replacing them, or of replacing the locks they open. Notify the Property Manager immediately of any lost or stolen keys.
- K. Consider leaving a key to your Unit with a neighbor or friend. The Property Manager has keys to many Units and will only use these with prior notification or in the event of an emergency.

## **VIII. NOISE/ODORS**

- A. Unit Owners and Residents must make every effort to prevent any disturbing noises or objectionable odors in any Unit or balcony, or the Common Areas, including noise made by pets, that will disturb or annoy the other Residents.
- B. Residents shall, to the best of their ability, minimize sounds transmitted from their Unit to any adjacent Units (including, but not limited to, sounds from shoes, voices, televisions, radios, stereo systems, musical instruments and power tools) between the hours of 10 PM and 8 AM, or 12:00 Midnight to 9 AM Fridays and Saturdays. If you think you might go over the time limit, please negotiate this ahead of time with your neighbors around, above, and below you.
- C. Parties must not be so noisy as to disturb neighbors. Residents are always responsible for the conduct of their guests. Please make every effort to coordinate parties with neighbors beforehand. Many adverse situations can be avoided with good communication between Residents.
- D. Complaints regarding excess noise should be addressed to the Property Manager. The Board reserves the right to fine Owners for repeated incidences of excess noise and/or to reject future renewals of leases of tenants involved in excess noise complaints.

## **IX. PETS**

- A. Residents may keep dogs or cats as household pets, provided they are not raised or boarded for commercial purposes and are subject to the conditions outlined in this section. No other animals are permitted in any Unit.
- B. Unit Residents are limited to two (2) pets per Unit up to 45 pounds each.
- C. Unattended pets in the Common Areas are prohibited.
- D. Residents must control pets' behavior to every extent possible. Residents must minimize noise and barking from pets. Pets taken outside of a Unit must be leashed at all times when in Common Elements, including elevators and hallways. Pets must not threaten, attack or menace building Residents or guests—assuming that the pet is not being deliberately harassed or instigated.
- E. Pet owners must clean up after their pets if the pets soil Common Areas. If an Owner or Resident is not sure what to use for interior clean-up, please ask the Property Manager. Costs incurred by the Association in connection with the pet owner's failure to clean up a pet accident immediately will be charged to the Unit Owner and may further be subject to fine.
- F. Pets should be treated regularly for fleas. The Owner/Resident is responsible for the cost of any and all flea infestation treatment that may be required.
- G. Pet owners will be held responsible for their pets' actions, including any injury or damage to other persons or property caused by their pets. Liability insurance is recommended.
- H. The Unit Owner/Resident responsible for the pet shall indemnify, defend and hold harmless the Association for any and all damages, injuries, inconveniences and nuisances which may be caused by the pet and will reimburse the Association for all related expenses if incurred.
- I. In the event a Unit Owner or Resident incurs multiple violations with the Rules and Regulations relating to pets, the Board may request a pet to be removed from the Building, with 4 months of notification.

## **X. DELIVERIES**

- A. Package and mail deliveries should be made to the secure side entrance. A security code for this door is provided for use by postal and major shipping services—i.e. USPS, UPS and

FedEx. These companies shall not be provided with the access code for the front door. This code is for Residents only.

- B. Residents and Owners are responsible for being present to receive any large special deliveries—i.e. furniture or appliances. These items should not be left in Common Areas.

#### **XI. TRASH COLLECTION**

- A. All trash must be wrapped in a plastic bag, securely tied and placed in the dumpster in the garage. All trash must be placed in the dumpster, not by the side of the dumpster.
- B. Trash should never be left in Common Areas including areas outside the Unit door.
- C. No volatile or flammable liquids, hazardous materials, live coals, embers or burning cigarettes shall be disposed of in the dumpster.
- D. Live Christmas trees or live plants must be appropriately wrapped or bagged prior to transport through the building. Any materials dropped must be cleaned up immediately.
- E. No construction materials, old furniture or appliances may be thrown in the dumpster. Special arrangements must be made by the Unit Owner or Resident for removal of these or any other items that do not fit in the dumpster. The cost of cleanup incurred by the Association and the costs of disposal will be assessed to the Unit Owner.

#### **XII. MOVING IN/MOVING OUT**

- A. Buyers, Sellers and/or Lessors must give at least 7 days' advance notice to the Property Manager, for any move-in or move-out. The Property Manager will then notify the other Owners and Residents.
- B. The garage entrance and parking spaces must not be blocked by a moving van and inconvenience for other Owners and Residents minimized.
- C. All moving boxes must be broken down and placed beside the dumpster. Other moving-related trash should be placed in the dumpster.
- D. Unit Owner or Lessor is responsible for cost of disposal of large items and must coordinate disposal with Property Manager.

#### **XIII. UNIT INSURANCE**

- A. Owners are responsible for obtaining their own insurance on all additions to, improvements within and the contents of their individual Unit or balcony/terrace, as well as any furnishings or personal property stored elsewhere on the Property. Owner's insurance policies should address the Owner's responsibilities in the event of leasing/renting their Units and in the event of damage inflicted upon one Unit by another Unit (e.g. water damage caused by another unit).

#### **XIV. UNIT SALES**

- A. Every Unit Owner who sells a Unit shall notify the Board of Directors and Property Manager upon acceptance of an offer. That notice will contain the name and address of the prospective owner and the anticipated close date. This will help the timely transfer of records from one Unit Owner to another.
- B. Owners can access electronic copies of any building documentation from the property website (<https://jeordanproperty.managebuilding.com/>). This includes the Declaration and Rules and Regulations documents.

## **XV. RENTAL/LEASE OF UNIT**

- A. Units may be rented or leased only in entirety and for a term of no less than 12 months and not more than 24 months.
- B. A Unit Owner/Resident shall not use a Unit for any bed and breakfast, guest house, hotel or transient purpose in which any party receives payment or anything of value for said use. An Owner/Resident shall not advertise the Unit for rent on Airbnb, VRBO, HomeAway, or similar websites or internet type platforms. A breach of this provision, after notice and a hearing before the Board, may result in a fine equal to the amount of the rental plus an additional fine up to \$500.00 per day of rental. The Unit Owner/Resident shall also reimburse the Association for related costs, expenses, and legal fees if incurred.
- C. A copy of the executed lease agreement shall be delivered to the Property Manager prior to its commencement and at the time of a subsequent renewal. Each lease agreement should include an acknowledgement by the tenant that he has received a copy of the Rules and Regulations of the Association and agreed to conform thereto.
- D. Every lease and renewal is subject to the prior approval of the Association's Board but such approval will not be reasonably withheld or delayed. If a tenant has violated any of the Rules and Regulations of the Association, withholding of approval of any new lease or renewal with such tenant shall be deemed to be reasonable.
- E. It is the obligation of the Unit Owner to ensure the tenant complies with the provisions in these Rules and Regulations and other Condominium Documents. Any fines, penalties, legal fees or expenses, past due interest, etc. shall be billed to the Unit Owner.
- F. No subleases or assignments are allowed.
- G. Failure to proceed in the manner required above and in the Condominium Documents could impede any lease of your Unit and could cause unnecessary inconvenience and expense.

## **XVI. UNIT MAINTENANCE, DECORATING, RENOVATION AND CONSTRUCTION**

- A. Each Unit Owner is responsible for maintaining his Unit in good condition at his sole expense. This includes the maintenance, repairs or replacements within his Unit as well as the electrical conduits and wiring, hot water heaters and plumbing, HVAC units and related conduits, pipes and ductwork, cable television and telephone lines located entirely within a Unit or in Common Elements but that service only such Unit.
- B. All maintenance and repairs to a Unit must be performed by or through the Property Manager, at the expense of the Unit Owner, but subject at all times to the oversight and control of the Property Manager to assure uniformity of quality of work and protection of Common Areas and Common Elements. This includes any of the building elements within an individual Unit or that are located in Common Elements but that only service the Unit.
- C. Each Unit Owner, at his own expense, may furnish and be responsible for all decorating within his Unit, including wall and floor coverings, lighting and other furnishings.
- D. A Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but subject to the provisions of these Rules and Regulations and the Condo Documents. Renovations or construction within a Unit that impacts the structural integrity of the Building (i.e., removal of load-bearing walls, etc.) requires prior written approval from the Board.
- E. Any construction, alterations or additions to a Unit that impact a Common Area or Element requires the prior written consent of the Board of Directors.
- F. A Unit Owner is responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from alterations, additions or improvements to his

Unit. Repair and cleaning costs to the Association resultant from Unit construction are the responsibility of the Unit Owner.

- G. No Unit Owner may combine Units, subdivide his Unit or in any other manner cause his Unit to be separated into any units or parcels different from the whole Unit as shown in the Condominium Documents.
- H. Written notice of construction work must be provided to all adjacent Unit Owners three days in advance of beginning construction.
- I. The Unit Owner or his/her agents must be able to provide evidence to the Property Manager that all work is to be performed and completed by a qualified licensed individual or contractor who is capable of completing all work in a safe and workmanlike manner.
- J. The Contractor or Unit Owner must provide a Certificate of Insurance in the amount of \$1,000,000 bodily injury and \$1,000,000 property damage naming the Association, its agents, the Association's architectural representative, and their respective officers, directors, employees and agents as additional named insured. A Certificate of Worker's Compensation in statutory amounts must be provided to the Association. Proof of insurance must be provided to the Property Manager prior to the beginning of construction.
- K. All building permits necessary for major construction must be obtained and displayed by the Unit Owner before construction is to begin. Copies of all permits must be provided to the Property Manager.
- L. All approved work must be scheduled with the Property Manager. Work is permitted between the hours of 8:00 a.m. and 6:00 p.m. weekdays. (no work on the weekend permitted).
- M. The Unit entrance door must be kept closed during the remodeling process. Any work being done that involves excessive amounts of dust (i.e. drywall, floor sanding, or demolition) will require the unit entrance and Common Area ventilation systems within the Unit to be sealed with plastic tarps so as to minimize dust affecting other Residents. All flooring in the common hallways must be covered as well to protect from any damage.
- N. Construction and decorating materials may not be stored in any Common Areas.
- O. The Contractor or Unit Owner, at the Unit Owner's expense, must remove all debris resulting from construction work from the premises. Construction debris shall not be placed in the garbage dumpster.
- P. The Unit Owner shall be responsible for ensuring that the contractors and tradesmen working in their unit are familiar with and comply with these rules.
- Q. The Association reserves the right of entry, upon notice, to the Unit to inspect and review the installation of plumbing; electrical; mechanical; structural and all special and regular equipment and fixtures as may be required. Any fees for inspection will be charged to the Unit Owner at cost.

## **XVII. ASSESSMENTS**

- A. Monthly assessments for Common Expenses (i.e., monthly condo fees) are due and payable on the first day of each month.
- B. Payment for Assessments not made within 10 days of the due date are subject to a penalty of \$100 as a late charge; and the Association shall not be obligated to receive such Owner's payment of his Common Charges or special assessment without payment of such late charge.
- C. In the event an Owner fails or refuses to make payment, the Board reserves the right to charge interest and pursue legal action (including securing a lien against the Unit for the benefit of the Association) pursuant to the Condominium Documents.



### **XVIII. ASSOCIATION AND OTHER INFORMATION AVAILABLE TO OWNERS**

- A. Owners may access electronic copies of their individual statements plus Condominium Documents, Board Meeting Minutes, Annual Budgets and other Association-related documentation from the property website (<https://jeordanproperty.managebuilding.com/>). Access may be requested from the Property Manager.
- B. The website also includes information that may be helpful for an Owner, such as a list of approved contractors.
- C. In the event additional information is needed, please contact the Property Manager.
- D. On an annual basis, the Board will hold a meeting for all Owners to review its current management plans, status of ongoing projects and the Annual Budget.

### **XIX. FINES FOR VIOLATIONS**

- A. Violation of any Rule and Regulation or provisions of the Condominium Documents governing the operation of the property may be subject to a fine, following notice and an opportunity for a hearing.
- B. Fines shall be determined by the Board of Directors and based on the severity of the action, whether or not injury to persons or property were involved, whether or not the Owner has previously violated the Condominium Documents or Rules and Regulations. The Board's process of imposing fines will include appropriate due diligence and communication with the Owners/Residents involved.
- C. The issuance of a fine shall not preclude the Board of Directors from any other rights and remedies or be deemed a waiver of those rights and remedies.
- D. Repeated offenses will be subject to additional fines as determined by the Board of Directors

### **XX. DISPUTES**

- A. In the event of any dispute or disagreement between Unit Owners relating to the Property, or any questions of interpretation of application of provisions of the Condominium Documents, such dispute shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of the Unit Owners to seek other remedies provide by law.

### **XXI. AMENDMENTS/CHANGES TO THESE RULES AND REGULATIONS**

- A. The Board of Directors reserves the right to amend, alter or rescind these Rules and Regulations from time to time as deemed necessary.
- B. The Board will circulate amendments or changes to the initial set of published Rules and Regulations not less than 30 days prior to the date of the meeting scheduled for action by the Board on such proposed modifications or supplement. The amendments or changes will be adopted by the Board unless more than 50% of the Owners deliver to the Board, prior to or at the meeting, written notification of their objection to the proposed modifications or supplement. Resolution will then be implemented per the Condominium Documents.