

3201 ST CHARLES AVENUE HOMEOWNERS' ASSOCIATION

PROPERTY GUIDELINES AND REGULATIONS

Living in a safe, pleasant, harmonious condominium environment requires compromise and consideration of Owners/residents for their neighbors. To that end, guidelines have been developed to protect and enhance the quality of life for residents as well as maintain the building's upkeep and value.

Violation of these guidelines may result in a fine levied on the Owner by the Association Board. It is the responsibility of each Owner to ensure that his/her tenant receives a copy of these rules.

HOMEOWNER and/or RESIDENT RESPONSIBILITIES:

1. Timely payment of condo fees:
 - Condo fees are due the first of every month and are late after the 10th of the month
 - Condo fees received after the 10th of the month will be subject to a \$25.00 late fee.
 - Any balance with the Association is subject to a 1% per month interest fee. This is in addition to the late fee.
 - Payments are first applied to interest, then late fees, then past due balances, then current balance.
 - Nonpayment of condo fees for three consecutive months will result in a lien being levied against the property with costs assessed against the Owner.
2. Timely payment of assessments:
 - Assessments are due in the timeframe set by the Board in the passage of the assessment.
 - Any assessment two months delinquent in payment will result in a lien being levied against the property.
 - The Board of Directors may change the payment schedule for an Owner after a request for such change is made in writing to the Board.
3. To facilitate harmonious living, the following occupancy maximums are recommended (except as otherwise governed by law):
 - Efficiency condo two persons
 - One bedroom condo two persons
 - Two bedroom condo four persons
 - Three bedroom condo five persons
4. Owners are jointly, severally, and in solido liable for the actions of their tenants, employees, agents, guests, clients or invitees at all times. Those Owners who themselves and/or their tenants, employees, agents, guests, clients or invitees violate the rules and regulations will be notified and fined as outlined in this document
5. Each Owner is jointly, severally, and in solido liable for the actions of themselves and/or their tenants, employees, agents, guests, clients or invitees for any damage to the common areas
6. No dogs or pet birds are permitted on the property or in individual Units at any time.
7. No pets of any kind are allowed to roam in common areas, which include the central patio, laundry room area, garage area, parking lot, walkways or front yard. No Owner or resident shall have pets causing sanitation problems in the Unit.
8. The passenger zone located in the front of the property is for the use of loading and unloading of passengers only. Parking in this zone by any Owner, resident or guest can result in the vehicle being towed at the expense of the vehicle Owner.
9. Entry doors located at the front and back of the property must remain closed and locked except when entering and exiting the property.
10. Patio gates and private doors that open onto the parking lot must be kept closed and locked except when in use.
11. Parking spaces and the parking lot are exclusively for licensed motorized vehicles, excluding RVs, except with special permission of the Board.
12. The Association and Manager, if applicable, assume no liability for loss or damage to articles stored or placed anywhere in the Building.

13. Bicycles must be stored in a Unit or locker or the bike rack provided by the Association, located in the Harmony street garage. A one-time registration fee will be charged for housing the bicycle in the garage.
14. Cars are to be parked in the space assigned to the Unit. Owners may allow others to park in their spaces or rent them. The Association is not a party to the rental of an individual's space.
15. Laundry room rules are posted and must be followed. Clothes must be removed from washers and dryers immediately upon the completion of machine cycles. Dryer lint filters should be cleaned after each use.
16. Moving in or moving out of the complex can only be done within the hours of 8:00am – 6:00pm. and-can only be done through the Toledano street gate. Moving any furniture and/or other belongings is not to be done through the building's front door.
17. No Owner or resident shall make or permit his/her guest to make noises or engage in actions that could be considered offensive to other Owners or residents of the building
18. Musical instruments shall not be played between the hours of 9:30pm and 8:00am. All stereos, televisions or other entertainment equipment are to be operated in a manner that does not interfere with the peace and tranquility of other Owners and residents. This includes volume levels as well as bass and treble settings.
19. Dining is allowed in the patio area; however, the use of breakables is discouraged.
20. Any organized party of four or more guests in common areas must have advance permission from the Property Manager. This does not apply to casual visiting.
21. The use of the following is prohibited within the courtyard, garage area and laundry room area:
 - Skateboards
 - Rollerblades
 - Roller Skates
 - Riding a unicycle, bicycle or tricycle
22. Children under the age of 12, whether visiting or living at 3201, are to be supervised directly at all times by an adult when they are outside the Unit. Those supervising the child/children need to understand:
 - Under no circumstances are children to climb the wrought iron, the light poles, the fountains, on the brick walls or any other areas of the building where harm can result.
 - Association employees will not supervise children in any area of the building including the courtyard, elevator, parking lot, laundry room area or garage and may ask that the child/children be taken indoors should it be deemed that safety is in jeopardy (children without supervision.)
 - Children are to be supervised directly by an adult in any area containing a pool.
 - There should be no running anywhere in the building, especially in the courtyard.
 - Any toys are to be picked up and stored immediately after use.

SECURITY and FIRE SAFETY:

23. No one is to disable the smoke sensor(s) located in each Unit. If the Unit Owner does not cooperate with immediately repairing/restoring the smoke sensor, a hearing to be scheduled for the purpose of levying a fine.
24. The sidewalks, entrances, passage ways, elevator, stairways, corridors, walkways, fire lanes (the area directly in front of all doors is considered a fire lane), including the ground and patio floor as well as the second and third floor areas, the parking lot, and the enclosed areas on each side of the building must not be obstructed or encumbered, or used for any purpose other than entering and exiting the property.
25. In the event of any voluntary or involuntary evacuation of a Unit, it is recommended that the Unit Owner, tenant or occupant empty the refrigerator/freezer of all of its contents and remove them from the Unit or dispose of garbage appropriately. Further, each Unit Owner and tenant shall provide the Association and Management with communication information (i.e. telephone, cell, electronic mail, facsimile, family contacts outside the City). Only to the extent required by the Association to protect the Building, the Association and/or management shall have the right to enter any Unit to secure, safeguard, repair or correct any problems due to any act of God, casualty or any other event.
26. No garbage cans, flowerpots, decorative stands, coolers, chairs or any other articles shall be placed in windowsills, staircases, staircase landings, walkways and corridors. No fire exits or fire lanes shall be obstructed in any manner. The walkways on the second and third floors as well as the space immediately in front of the first floor condos are considered fire lanes.

27. It is required that the Association receive functioning keys/passcodes to all Units and storage lockers. If the Association does not have a key/passcode, and it is determined that an emergency may exist i.e. fire, water leak, resident is acutely ill, damage to the condo caused by emergency response will be the responsibility of the Owner.
28. Any Owner or resident having an intruder alarm must provide the Association with the access code.
29. The agents of the Board of Directors, the Property Manager or any authorized contractor, may enter any Unit at a reasonable hour for the purpose of inspecting such Units for the presence of any vermin, insects, pest, water leakage, smoke or fire possibility. Under non-urgent conditions, the Owner and/or resident will receive notice the day before entry. In the event of an emergency, where injury to any person, damage to common elements or property damage is a possibility, the Association and/or its representative may enter any Unit at any time day or night.
30. Neither the Association nor its representatives will allow access to any Unit except for Owners and lease holders, pest control or emergency personnel without the prior consent of the Owner or lease holder. This includes guests, service/repair personnel, etc.
31. Shopping carts and ramps are to be returned promptly after their use.
32. Residents opening the garage door on the Toledano Street side of the building are responsible for shutting it immediately after entering or exiting. If the door is open while contracted work is being done, the Owner/tenant is responsible for anyone making an unauthorized access.
33. The use of gas fired, charcoal or similar devices used for any purpose are not permitted anywhere within the building including the courtyard/patio area. They are permitted in the parking lot if kept more than 10 feet away from the structure
34. Pool safety
 - a. Pool hours are 6:00am – 10:00pm daily
 - b. The Association is not responsible for pool safety.
 - c. Children under 12 are to be directly supervised by an adult at all times.
 - d. Association employees will not supervise children in the pool area and may ask anyone to leave the area if it is deemed that safety is in jeopardy (children without supervision, someone drunk, etc).
 - e. No food, glass or breakable utensils are allowed in the pool area.
 - f. The Manager, employees and pool maintenance personnel are the only persons permitted in the pool/filter room.
 - g. Smoking is not permitted.
 - h. The pool may be closed and cleared periodically for repairs, safety checks and maintenance.
 - i. All persons within the pool area must be attired in swimming apparel. No street clothes are allowed in the pool. Clothing such as cut-offs, gym shorts and underwear are not permitted as swimwear.
 - j. No person within the pool area shall behave in such a manner as to jeopardize the safety and health of himself/herself and/or others.
 - k. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, offensive or disruptive splashing or yelling, diving or jumping without care and caution, snapping of towels, improper conduct causing undue disturbances on or about the pool area or any acts which would endanger any person are prohibited.
 - l. Jumping from the balconies into the pool is prohibited.
 - m. At no time may anything be thrown, tossed, dropped or handed from the decks/balconies or roof and climbing from the decks or balconies.
 - n. Spitting, spouting water, blowing nose, urinating or defecating in the pool is prohibited.
 - o. Gum chewing is not permitted anywhere in the pool area for health and safety reasons.
 - p. Infants/children who are not toilet trained and adults who are incontinent who wish to enter the pool, must wear a clean diaper or disposable swim diaper covered by separate rubber/vinyl pants.
 - q. Persons under the influence of alcohol or drugs are not permitted in the pool area.
 - r. Any injury occurring in the pool must be reported to Management immediately.
 - s. During thunderstorms all persons must evacuate the pool and pool area and seek shelter

BUILDING APPEARANCE AND UPKEEP:

35. Owners will be liable for pipe damage or any damage to the building/other Units as a result of garbage disposal misuse.

36. Toilets and other water apparatus in the Building are not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, papers, ashes or any other articles be thrown in the same. Any damage resulting from misuse of any toilet or other water apparatus shall be paid for by the Unit Owner causing such damage.
37. No clothes washers or driers may be installed without prior permission of the Board. Violation will result in the removal at Owner's expense
38. All damage to the Building or Common Elements caused by the moving or carrying of any article shall be paid by the Unit Owner responsible for the damage.
39. No Unit Owner shall interfere in any manner with any portion of the boiler room/circulation system or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit
40. No window air conditioning Units may be installed.
41. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved in advance by the Board of Directors in writing. No unsightly materials such as cardboard, old blankets or sheets may be placed on any window or glass door or be visible through such window or glass door.
42. All window coverings must have a white backing. This regulation does not apply to the doors and windows enclosed within a private patio.
43. No sign, advertisements, notices, or lettering, are allowed to be painted or affixed by any person to any part of the inside or outside of the building without the express written consent of the Board of Directors. Bulletin boards are provided at the entry and exit doors for reasonable signs and cards.
44. No awnings or other projections (including radio and/or TV antennas or dishes) shall be attached to the outside walls or roof of the building.
45. Seasonal decorations can be displayed on the condo door or window i.e. Christmas or Mardi Gras wreaths. They must be removed when the holiday has passed.
46. No part of the premises comprising the common elements shall be decorated or furnished by any Owner or resident without the prior consent of the Board.
47. No garbage or refuse is to be left out over night, and should only be placed at the front door of the Unit between the hours of 6:00am and 9:00am for pick-up. Leaving trash out at any other time will result in the Unit Owner being fined. Trash cans are located near the laundry area for use by residents unable to put trash out during specified times.
48. Trash and garbage must be bagged or contained in such a manner as to prevent leakage.
49. Each Owner and resident shall keep their Unit and any outside area adjacent in a good state of preservation and cleanliness. No Owner and/or resident shall sweep or throw dirt from his/her premises.
50. No cigarette butts are to be thrown in the patio, parking lot, balconies or front yard and are to be discarded in ashtrays. Ashtrays are not to be left in any of the common areas.
51. No one may access the roof without prior consent from the Property Manager. This includes those installing and/or repairing air conditioning Units.
52. Residents and visitors are to follow posted recycling instructions i.e. do not put trash in a recycling bin.
53. No Unit Owner, tenant, visitor, guest, agent or contractor of a Unit Owner are permitted on the roof, without the express permission of the Manager or the Association.
54. Owners must allow regular termite inspections. If access is denied, Owner is liable for all internal damage and resulting damage to the common elements.

PERSONNEL:

55. Employees of the Association are not to be sent on errands away from the property by any Owner or resident at anytime for any purpose, nor shall they render personal services such as delivering mail from the mail boxes, cashing checks, shopping or personal banking while on duty, with the exception of the request listed in regulation 56.

56. When requested by any Owner or resident, the courtesy person on duty may assist the Owner or resident in transporting luggage, groceries and packages to and from their Unit. Gratuities are encouraged for services rendered.

MISCELLANEOUS:

57. The Association is not responsible for damage done to vehicles by the entrance and exit gates while entering or exiting the property.
58. Distribution of any type of leaflets or advertisements by anyone to Owners, residents and/or employees is strictly prohibited.
59. Complaints regarding the services of the building or for any reason shall be made in writing to either the Property Manager or the Board of Directors. Any Owner or resident receiving a notice regarding a complaint from either the Property Manager or the Board shall take the corrective action specifically stated in the communication.
60. Any lease or sublease of a Unit must be in writing. Any such lease or sublease of a Unit shall be for a minimum of 6 months in duration and include a provision that the lessee or sublessee agrees to abide by and comply with all of the terms and restrictions of the Association Declaration and the Rules and Regulations of the Association. An executed copy of such lease or sublease shall be delivered to the Association prior to the commencement of occupancy by any tenant or subtenant.

FINE STRUCTURE:

When Owners and/or tenants disregard the above rules and regulations and do not heed written requests made by the Association management or personnel, fines will be levied on the condominium Owner in accordance with the Amended and Completely Restated By-Laws.

All fines are in addition to the actual cost of replacement, repair and/or cleaning of property. Unpaid fines may result in a lien being filed against the property.

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