

3201 ST. CHARLES AVENUE CONIOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS

(As of 08/22/2022)

Living in a safe, pleasant, harmonious condominium environment requires compromise and consideration of Unit Owners, Residents and guests for their neighbors. To that end, general Rules & Regulations have been developed to protect and enhance the quality of life for all who live at 3201, as well as maintain the building's upkeep and value. This document is available on the 3201 webpage at www.gnoproerty.com.

Violation of these guidelines may result in a fine levied on the Unit Owner by the Association Board. Fines will be levied on the Unit Owner in accordance with the Amended and Completely Restated By-Laws. It is the responsibility of each Unit Owner to ensure that his/her tenants and/or guests receive a copy of these rules. A written warning will be issued for the first violation of a rule. Subsequently, fines will be assessed at \$100 for the second violation of the same rule, \$250 for the third violation, and \$500 for each following violation.

HOMEOWNER and/or RESIDENT RESPONSIBILITIES:

1. Timely payment of condo fees:
 - a. Condo fees are due the first of every month and are late after the 10th of the month
 - b. Condo fees received after the 10th of the month will be subject to a \$25.00 late fee.
 - c. Any balance with the association is subject to a 1% per month interest fee. This is in addition to the late fee.
 - d. Payments are first applied to interest, then late fees, then past due balances, then current balances
 - e. Nonpayment of condo fees for three consecutive months will result in a lien being levied against the property with costs assessed against the Unit Owner.
2. Timely payment of assessments:
 - a. Assessments are due in the timeframe set by the Board in the passage of the assessment.
 - b. Any assessment two months delinquent in payment will result in a lien being levied against the property.
 - c. 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 occupancy maximums are as follows (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. Unit Owners are jointly, severally, and in solido liable for the actions of their tenants, employees, agents, guests, clients or invitees all times. Those Unit 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 Unit Owner is jointly, severally, and in solido liable for the actions of themselves and/or tenants, employees, agents, guests, clients or invitees for any damage to the common areas. Any and 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
6. No dogs or pet birds are permitted on the property or in individual units at any time.
7. No pets of any kind can roam in common areas, which include central patio, parking lot, walkways or front yard. No Unit Owner or Resident shall have pets causing sanitation problems in the Unit.

8. Entry doors located at the front and back of the property must remain closed and locked except when entering and exiting the property.
9. Patio gates and private doors that open onto the parking lot must be kept closed and locked except when in use.
10. Parking spaces in the garage and in the parking lot are exclusively for a single licensed motorized vehicle, excluding RVs, except with special permission of the Board.
11. The Association and Manager, if applicable, assume no liability for loss or damage to articles stored or placed anywhere in the Building.
12. 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 \$10.00 registration fee will be charged for housing the bicycle in the garage.
13. Vehicles are to be parked in the space deeded to the Unit. 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.
14. 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.
15. Moving-in or moving-out of the complex must be coordinated with the Property Manager, can only be done within the hours of 8:00am – 6:00pm Monday – Saturday, and can only be done through the Toledano Street gate entrance. Moving any furniture or other belongings is not permitted through the building's front door.
16. Unit Owners, Residents and/or their guests shall not make excessively loud noises or engage in actions/language that would generally be considered dangerous or highly offensive to other Unit Owners, Residents and/or their guests of the building. This would include, as an example, the playing of music or other media at very loud levels, particularly in public areas. The playing of music at reasonable levels is permitted however, outside of "Quiet Time".
17. "Quiet Time" is to be between the hours of 10:00 PM and 8:00 AM. During this time, stereos, radios, televisions or other entertainment equipment are to be operated on low volume settings (including bass and treble settings), in a manner that does not interfere with the peace and tranquility of other owners and residents. This also includes noise from within Units such as parties or other loud behavior. Musical instruments should not be played during this time.
18. Any organized party of six or more guests in common areas must have advance permission from the Property Manager. This does not apply to casual visiting.
19. Children under the age of 12, whether visiting or living at 3201, are always to be supervised directly by an adult when they are outside the Unit. Those supervising the child/children need to understand:
 - a. Under no circumstances are children to climb the wrought iron, the light poles, the fountains, on the brick walls or any other area of the building where harm can result.
 - b. 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.)
 - c. Children are to be supervised directly by an adult in any area containing a pool.
 - d. Running is not permitted anywhere in the building, courtyard or balconies.

SECURITY, FIRE and SAFETY:

20. No one is to disable the smoke sensors located in each Unit.
21. The sidewalks, entrances, passage ways, elevator, stairways, corridors, walkways, fire lanes (the area directly in front of all doors is considered to be 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.
22. 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 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.

23. No generators are allowed on the property.
24. No garbage cans, flowerpots, decorative stands, coolers, chairs or any other articles shall be placed in windowsills, staircases, staircase landings, walkways and corridors.
25. 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 Unit Owner.
26. Any Unit Owner or Resident having an intruder alarm must provide the Association with the access code.
27. The agents of the Board of Directors, the Property Manager or any authorized contractor, may enter any Unit(s) at a reasonable hour for the purpose of inspecting such Unit(s) for the presence of any vermin, insects, pests, water leakage, smoke or fire possibility. Under non-urgent conditions, the Unit Owner and/or Resident will receive notice the day before entry. In the event of an emergency, where injury to any person or damage to common elements is a possibility, the Association and/or its representative may enter any Unit at any time day or night.
28. Neither the Association nor its representatives will allow access to any Unit except for Unit Owners and lease holders or emergency personnel without the prior consent of the Unit Owner or lease holder. This includes guests, service/repair personnel, etc.
29. Utility carts and ramps are to be returned promptly after their use.
30. 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 Unit Owner / Resident is responsible for anyone making an unauthorized access.
31. 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, the grassy areas on the Harmony and Toledano sides of the building, and in the courtyards of those units that have a courtyard, if kept more than 10 feet away from the building structure.
32. The use skateboards, rollerblades, roller skates, unicycles, bicycles or tricycle is prohibited within the courtyard, garage area and laundry room area.
33. No one may access the roof without prior consent from the Property Manager. This includes those installing and/or repairing air conditioning units.
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 always to be directly supervised by an adult.
 - 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 (i.e., children without supervision, someone drunk).
 - e. No food, glass or breakable utensils are allowed in the pool area.
 - f. No smoking of cigarettes or cigars is allowed in the pool area.
 - g. The manager, employees and pool maintenance personnel are the only persons permitted in the pool/filter room.
 - h. Unit Owners and Residents are responsible for cleaning up after themselves after using the pool. This includes removing all personal items such as pool toys and towels, as well as any debris or waste.
 - 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. Any injury occurring in the pool must be reported to management immediately.
- r. During thunderstorms all persons must evacuate the pool and pool area and seek shelter.

ASSISTANCE ANIMALS' RULES:

3201 St. Charles Avenue Condominium Association, Inc. ("the Association") is fully committed to complying in all respects with the United States Fair Housing Act with regard to assistance animals (i.e., service animals or assistance animals other than service animals (i.e., "support animals")) that Owners with disabilities may request as reasonable accommodations.

However, to the extent that an Owner requests a reasonable accommodation to either acquire or maintain an assistance animal and such request is granted, the Owner of such an assistance animal/animals must fully comply with all the following requirements of the Association in connection with assistance animals:

- 35. All Owners must promptly register their assistance animal with the Association by completing the appropriate registration form provided by the Association and, further, must provide any updates if the registration information changes or the assistance animal dies and a replacement animal is obtained.
- 36. An assistance animal may be denied entry onto the Association's property and/or may be removed from the Association's property if that particular animal poses an actual direct threat to the safety of persons and/or the Association's property and such threat cannot be eliminated or significantly reduced through further reasonable accommodations.
- 37. The Owner of the animal is responsible and liable for the animal's actions, care, and supervision, which includes, but is not necessarily limited to, toileting, feeding, grooming and veterinary care.
- 38. The Owner of the animal is responsible to pay for any damage that the animal causes, whether any type of bodily injuries to others and/or to the property of the Association and/or to other Owners, Residents, guests, staff, or other assistance animals.
- 39. The animal must be housebroken and trained prior to entering any of the Association's Common Elements.
- 40. The animal may not enter the Association's swimming pool, except for service animals whose presence in the pool is necessary for the safety of the Owner. Regardless, no animals, including service animals, may enter the swimming pool to the extent that this would violate any local public health laws, regulations and/or ordinances.
- 41. The animal must be harnessed, leashed, or tethered while in Common Elements, except for service animals for which these devices interfere with the animal's work or the Owner's disability prevents use of these devices. In this event, the Owner of the service animal must ensure that the animal remains under control, as is further set forth below.
- 42. Animals may not urinate or defecate on any Common or Limited Common Elements, including the Courtyard, the elevator, parking lot, hallways, terraces, or the flower beds in front of the building. Any accident by the animal in these areas must be immediately cleaned up and disinfected by the Owner of the animal. Grassy areas on either side of the building are excluded from this list but must be immediately cleaned up by the Owner. The Staff is not

responsible for cleaning up after your animal.

43. The animal shall not create any undue odors which are detectable outside of the animal Owner's or Resident's Unit, and which creates a nuisance.
44. The Owner of the animal must comply with all local animal control or public health requirements regarding vaccinations and similar requirements for the animal and provide written documentation to the building Manager/Association.
45. The Owner of the animal must comply with any and all local dog licensing and registration requirements for the animal and provide written documentation to the building Manager/Association.
46. The Owner of the animal must ensure that the animal remains under control and does not repeatedly jump on or encounter other people without prior consent, run away from the Owner or handler, or (in the case of a dog) bark repeatedly in a Common Element or in the Owner's Unit, so as to interfere with the other Owners' rights of peaceful enjoyment.
47. The Owner of the animal must ensure that the animal is maintained such that the animal does not pose a direct threat to the health or safety of other Owners, Residents, guests, staff, or other assistance animals.
48. If other Owners, Residents, guests, or staff are afraid of the animal, the Owner of the animal must engage in reasonable efforts to allow sufficient space for such other Owners, Residents, guests, or staff to avoid getting close to the animal.
49. The Owner of the animal must ensure that the animal is maintained such that the animal does not cause physical damage to the property of the Association, other Owners, Residents, guests, or staff.
50. Guest of Unit Owners who wish to bring their own Assistance Animals to the building while visiting must request a reasonable accommodation from the Board by submitting all the necessary paperwork at least 10 days in advance of the visit.
51. No Assistance Animals can be bred or used for any commercial purposes while on the property.
52. In the event that an animal bites a person or another Assistance Animal, the Association's Board of Directors will conduct a Board Hearing. During which, the person claiming injury and the Owner of the involved animal will be given ample time to present their cases, provide any relevant evidence and question one another. If the Board determines that the biting incident occurred in the absence of sufficient provocation to the animal, the Owner of the animal must engage in the necessary steps so as to promptly and permanently remove the animal from the condominium property within 14 days of receipt of the Board's determination that the animal must be removed.

BUILDING APPEARANCE and UPKEEP:

53. Unit Owners will be liable for pipe damage or any damage to the building/other Units as a result of garbage disposal misuse.
54. Toilets and other water apparatus in the Building are not to 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.
55. No clothes washers or driers may be installed without prior permission of the Board. Violation will result in the removal at Unit Owner's expense.
56. No window air conditioning units may be permanently installed. Temporary units may be installed with permission from the Property Manager or the Board.
57. 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.
58. All window coverings must have a white backing. This regulation does not apply to the doors and windows enclosed within a private patio.

59. No signs, advertisements, notices, or letters can 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. Bulletin Boards are provided at the entry and exit doors for reasonable signs and cards.
60. 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 without prior written approval from the Board.
61. No materials, towels, clothing, signs or anything else shall be attached to or hung from the courtyard railings / balconies.
62. Only seasonal decorations (i.e., Christmas, Mardi Gras, Halloween, Thanksgiving) can be displayed on the individual condo doors and interior windows. They must be removed within two weeks after the holiday has passed.
63. No part of the premises comprising the common elements shall be decorated or furnished by any Unit Owner or Resident without the prior consent of the Board.
64. No garbage or refuse is to be left out for pick-up overnight and should only be placed at the front door between the hours of 6:00 AM and 10:00 AM for pick-up. Trash cans are located near the laundry area for use by Unit Owners and Residents unable to put trash out during specified times. Trash must be bagged in a such a manner as to prevent leakage.
65. Each Unit Owner and Resident shall keep their Unit and any outside area adjacent in a good state of preservation and cleanliness. No Unit Owner and/or Resident shall sweep or throw dirt from his/her premises.
66. Smoking is only allowed in the Courtyard common seating area. Smoking is not allowed on the balconies overlooking the Courtyard, or on the staircases in the courtyard leading up to the second- and third-floor balconies.
67. No cigarette or cigar butts are to be thrown on the ground in the Courtyard, parking lot, balconies, or front yard. They are to be discarded in association provided ashtrays. Non-association provided ashtrays are not to be left in any of the common areas.
68. Unit Owners and Residents are to follow posted recycling instructions (i.e. do not put trash in a recycling bin).
69. Unit Owners must allow regular termite inspections. If access is denied, owner is liable for all internal damage and resulting damage to the common elements.
70. Any kind of "construction work" being done by a Unit Owner personally, can only be done during normal Contractor working hours 8:00 AM – 5:00 PM, Monday through Saturday, unless authorized by the Property Manager. (Also see "Contractor Rules")

MISCELLANEOUS:

71. Employees of the Association are not to be sent on errands away from the property by any Unit Owner or Resident at any time for any purpose, nor shall they render personal services such as retrieving mail, cashing checks, or shopping while on duty, with the exception made to the request listed in Rule 72, below.
72. When requested by any Unit Owner or Resident, the courtesy person on duty *may* assist the Unit Owner or Resident in transporting luggage, groceries, and packages to and from their Unit. Gratuities are encouraged for services rendered.
73. The Association is not responsible for damage done to vehicles by the entrance and exit gates while entering or exiting the property.
74. Distribution of any type of leaflets or advertisements by anyone to Unit Owners, Residents, guests and/or employees is strictly prohibited.
75. 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 six 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.