

RULES AND REGULATIONS  
FOR  
LOWER PONTALBA CONDOMINIUM ASSOCIATION, INC.

**GENERAL OBLIGATIONS, RESTRICTIONS & PROHIBITIONS**

1. No part of the condominium property shall be used for any purpose except housing and the common recreational purposes for which the condominium property was designed. Each unit shall generally be used as a residence for a single family, its servants and guests. No portion or all of any unit may be used as a professional office whether or not accessory to a residential use except with the express written consent of all of the unit owners and the Board of Directors of the Association.

2. No industry, business, trade, occupation or profession of any kind, commercial, religious, political, educational or otherwise, designated for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the condominium property except with the consent of all the unit owners and the Board of Directors of the Association.

3. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior consent of the Board of Directors except as herein or in the by-laws expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the Condominium Declarations.

4. Nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance on that portion of the condominium property insured by the Association, without the prior written consent of the Board of Directors of the Association. No unit owner shall permit anything to be done, or kept in his/her unit, or in the common elements which would result in the cancellation of any such insurance, or which would be in violation of any law. No waste shall be permitted in the common elements except where provision is made.

5. No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in his individual unit or in the common areas by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners. There shall be no running or jogging in any of the halls, nor shall children be allowed to run or play in stairwells, play with elevators, or run in the common pool area.

6. Nothing shall be done in or to the common elements which will impair the structural integrity of any unit or which would structurally change any of the units.

7. Nothing shall be altered or constructed in or removed from the common elements except upon written consent of the Board of Directors of the Association.

### **LEASING/RENTING**

8. No unit shall be used or rented for transient, hotel or motel purposes. However, a unit owner has the right to rent or lease his unit for a period of not less than one (1) year, unless the Board of Directors approves otherwise. A violation of this rule will result in a fine against the unit owner of \$1,000. Further, as security, the unit owner will be required to post \$1,000 cash with the Association prior to the occupancy of his/her unit by the tenant. The \$1,000 will be held by the Association, in escrow, in a non-interest bearing account. If, at the expiration of one year, the same tenant still occupies the unit; the Association will refund the \$1,000 to the unit owner. If a violation of this rule results from a tenant abandoning the unit prior to the expiration of one year, the \$1,000 deposit will be deemed forfeited to the Association. Unit owners will be required to post \$1,000 in the manner described above at the commencement of each lease to a new tenant, whether or not previous deposits have been refunded. The Board of Directors may refund a \$1,000 deposit even if this rule has been violated, provided the unit owner shows good cause, which determination will be made by the Board of Directors on a case by case basis, and which determination will be at the sole discretion of the Board of Directors. All renters are to be furnished with copies of the Rules and Regulations, and amendments thereto, as well as pertinent Condominium Charter provisions, by the owners of the respective leased units. As required by Section IX-1 of the Condominium Declaration, the owner shall include a provision in the lease that the lessee agrees to abide by and comply with all of the terms and restrictions of Condominium Declarations and the Rules and Regulations of the Association and shall provide that the Association shall have the authority to act as the owner's agent in enforcing any compliance with either the terms of the lease or the Rules and Regulations of the Association. Unit owners leasing units shall furnish to the Manager a duplicate original or a true executed copy of all leases in effect or to become effective. Said leases shall contain a list of the names of all occupants who are to reside in said unit during the term of the lease. After review by the Board of Directors, said leases shall be filed in the Manager's office unit file.

### **TUBS**

9. Jacuzzi tubs, whirlpool tubs, hot tubs and similar types of tubs are prohibited in the individual units.

### **BARBEQUE GRILLS**

10. Individual barbeque grills or fires of any type are not permitted on balconies or patios or in the pool area. Communal gas barbeques are located in the pool area. Turn off the lights and the gas and clean grill (while still hot) after use. Brushes are available at each grill.

## LINT TRAPS

11. Lint traps are required on all washing machines and lint filters are required on all clothes dryers. First floor dryer vents are required to have a motor operated blower, which is to be maintained by the unit owner. This is necessary to avoid blockage of sewer lines and/or dryer vents to eliminate fire hazard. Lint collected shall be disposed of in the trash. Residents should check drain under washer periodically.

## PLANTS AND PATIOS

12. Patio furniture and plants may be placed on balconies or patios provided that same are maintained in an attractive manner. The use of balconies and patios for storage of any type, including bicycles, or hanging of laundry, or other unsightly use is prohibited.

13. Any unit owner wishing to plant flowers, trees or shrubs within the common elements must obtain written permission from the Board of Directors before doing so.

## NOTICES

14. Only notices pertinent to owners and residents issued by the Manager or the Board of Directors shall be placed on or appear on the entrance directories or bulletin boards adjacent to the mail boxes. No personal or business cards or advertisements or announcements are to be placed or affixed thereon or adjacent thereto, or in any of the common areas, except as otherwise authorized by the Condominium Documents.

## MOVING

15. Owners and/or lessees must obtain a permit from the Manager prior to moving in or out. Moving in or out shall be permitted Monday through Friday only, holidays excluded, unless authorized by the Board in special circumstances and between the hours of 8:00 a.m. and 5:00 p.m. and only after having complied with the provisions of this Article and Article 8 of these Rules and Regulations, as amended.

Either prior to or shortly after moving into a unit, the prospective purchaser or lessee shall be invited by letter, as authorized by the Board, to meet with the Manager and a member of the Covenants committee at the office to review the Condominium Declaration, Articles of Incorporation and By-Laws and current Rules and Regulations and to review his or her obligations with respect to use of the property, as well as the operations of the Board of Directors, and assessments and liens that can be levied for violations by respective owners or lessees and recorded against the respective units if not paid.

All owners taking possession of units and/or lessees moving into rented units shall deposit a sum of \$200. One hundred of this amount shall be non-refundable to allow for the normal wear and tear to the common areas which occur in moving. The remaining \$100 shall be refunded after the move, provided that no damage to the common areas has occurred in the move.

This deposit will be required when owner or lessee moves out of the building as well. The Manager shall make an inspection immediately prior to and after the move and make note of any damage. The amount shall be deposited by the condominium treasurer in a separate account to be used for the installation, repair and building maintenance of the common elements at the discretion of the Board of Directors.

### **ALTERATIONS AND RENOVATIONS**

16.(a) A unit owner must submit a written request to the Board of Directors before making any alterations, stating work to be done and length of time expected to complete said alterations. Written approval of the Board of Directors, stating work schedule and time allotted must be obtained by unit owner before work is to begin. Extension of time under extenuating circumstances may be granted only by the Board of Directors at its discretion.

Workmen shall be allowed on the premises between the hours of 8:00am and 4:00pm weekdays only.

### 16.(b) **FLOORING**

The flooring in the living, dining and bedroom areas of second and third floor units of the condominium must have at least 80% coverage of hard floors by rugs or carpets. The purpose of this rule is to minimize the transmission of noise through the floor which could be a nuisance to the resident below.

Management reserves the right to inspect a unit to verify compliance with the flooring rule. Failure of the unit owner to allow inspection within 2 weeks of date of request could result in a ruling of non-compliance with the flooring rule. Failure to comply with the flooring rule could result in a fine of \$100 per month for the first 6 months of non-compliance and \$200 per month thereafter until the Board of Directors is satisfied that compliance with the rule has been achieved. The fine will go into effect 90 days after the Board of Directors issues written notice to the unit owner of violation of the floor covering rule. In the event a unit is not owner occupied, the owner of the unit in question will be held responsible.

17. Awnings must be of the same color, size and shape and properly installed and maintained. See manager for details.

All window dressings (drapes, shutters, blinds, shades etc.) must be in good condition. The lining visible from outside should be limited to light beige or white.

### **FOLDING CHAIRS**

18. Folding chairs and tables are available for use by residents free of charge. Residents are responsible for removing and replacing chairs to and from the storage areas.

## ANIMALS

19. No animals or reptiles of any kind shall be raised, bred or kept in any unit or in the common elements, except that dogs, cats or other household pets, not to exceed two (2) per unit, may be kept in the units, subject to the Rules and Regulations adopted by the Board of Directors provided they are not kept, bred, or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the condominium property upon three (3) days written notice from the Board of Directors. In no event shall any pet be permitted in the pool area or surrounding area, including the spa, clubroom, and exercise room and no pet shall be permitted in any portion of the common elements unless on a leash. Halls and foyers may not be used for exercising pets. Pets, on a leash, may be walked only from the unit in which they are kept to the nearest exit. No animal over 25 pounds in weight shall be allowed in the condominium. The owner is required to carry a "scooper" when walking pet on grounds of the condominium and must clean up after animal.

Failure to comply with any aspect of the animal rule could result in a fine of \$10 a day for noncompliance until the board of Directors is satisfied that compliance with the rule has been achieved.

## CLEANLINESS/WASTE/GARBAGE

20. The common elements shall be kept free and clear of rubbish, debris and unsightly materials, e.g., umbrellas, water bottles, etc. No waste shall be permitted in the common elements except where provision is made.

21. Each unit owner shall keep his unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors, windows or balconies any dirt or other substances.

22. Spills in the common areas must be reported immediately to the Manager or a message left on her recorder. Anything else that needs attention should also be reported.

23. All garbage must be placed in plastic bags and tied tightly (especially seafood). Garbage and trash must not be put in halls or garbage chute closets, but must be placed in the dumpster; however, use of garbage chutes after 10:00 p.m. and before 7:00 a.m. is prohibited.

## ELECTRICAL/ELECTRONIC EQUIPMENT

24. All radio, television or other electrical equipment of any kind or nature installed or used in any unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit. No radio transmission equipment shall be installed or operated in or from any unit, and no outside antennae shall be installed.

25. Use of heavy appliances (washer/dryer/dishwasher) after 10:00 p.m. and prior to 7:00 a.m. is prohibited.

26. Monthly assessments are due on the first of the month and must be paid prior to the tenth day of the month. Pursuant to Section XIII-12 of the Condominium Declaration, dues paid after the tenth of the month will be charged a one time \$25.00 late fee, plus 10 percent (10%) of the amount unpaid as of the last day of each month.

### **"FOR SALE" SIGNS**

27. A unit owner or mortgagee has the right to place a "For Sale" sign on his unit, but in no event will any sign be larger than one foot by two feet.

### **VEHICLES**

28. Ownership of a unit shall entitle the resident thereof to the use of at least one parking space in the designated parking area (but in no case more than two spaces) for an approved vehicle, together with the right of ingress and egress in and upon said parking area. An approved vehicle shall include any conventional passenger vehicle, duly registered with the Manager, and displaying current license and Lower Pontalba decal. All such motor vehicles shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

No commercial vehicle, truck or pickup shall be stored or parked on the property, nor shall it be parked on any residential street except while engaged in transport of property to and from a building. No motorcycle, boat, trailer, or recreational vehicle shall be stored or parked on the property. A recreational vehicle shall include, for purposes of these declarations, buses, motor coaches, motor homes, pickup trucks with camper tops or similar accessories, camping trailers of any type.

No junk or unused vehicle shall be parked anywhere on the property. "Unused vehicle" shall be defined as a vehicle that is not owned or operated by an owner or resident and/or is a vehicle that is unsightly or has been abandoned. A written notice describing the junk or "unused vehicle" and requesting removal thereof may be served upon the owner and if any such vehicle has not been removed within seventy-two (72) hours thereafter, the Board of Directors shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner. If the owner is a member of the Association, the cost thereof shall be added to the next assessment due.

Residents having guests staying twenty-four hours or longer should have the guests' vehicle registered with the Manager.

29. It shall be illegal for any vehicle of an overall length, including front and rear bumper, exceeding 13 feet 6 inches to park in any space designated for a compact vehicle, or for any portion of any vehicle to overhang the curbing nearest the condominium building.

Residents with compact cars shall park in compact spaces, when at all possible. Since conventional passenger vehicles of a height of 5 feet or more, e.g., vans, etc. obstruct the view of drivers of adjacent vehicles; residents with such vehicles are requested to park near the Focis wall or St. Ann fence rather than adjacent to the building. Residents using handicapped parking spaces must have a handicapped license plate on the vehicle. Handicapped spaces are available on first come, first served basis. Residents are responsible for their guests' parking.

No vehicle shall be parked in such a manner as to impede or prevent ready access of another parking space or to the patio entrance of those units having such an entrance.

### **STORAGE ROOMS**

30. The storage units provided for each unit shall be used for the purpose of storing normal household items. No volatile paint, gasoline, lighter fluid or hazardous materials of any type are permitted. Bicycles are permitted; however no motorized vehicles are allowed. An electrical outlet is provided on the house circuit for a freezer or refrigerator, however, the use as a workshop for power tools or any activity other than storage is prohibited. The rental of building storage rooms is to be restricted to owners or tenants of owners who are in residence only. Surplus storage rooms shall be rented on an annual lease basis only and payment for the entire year will be required in advance. The rental rates for the surplus storage rooms are determined annually by the Board of Directors. Current rates can be obtained from the Resident Manager. Said rooms are to be rented on a first come, first served basis, when declared available by the Board of Directors. The Manager shall keep a file of written applications showing date and time of receipt. Any lessee relinquishing a room shall vacate it on or before the last day of the lease period. A lessee moving out of the building shall vacate the leased storage room immediately upon moving out unless an extension, for exceptional reasons, is authorized by Board for a month at a time.

### **CLUB ROOM**

31. Residents may reserve the Club Room for parties and social meetings between the hours of 10:00 a.m. and 11 p.m. by request to the resident manager and signing of a Condominium Club Room Party Agreement. The Club Room must be completely vacated and locked by 11:30 p.m. The parking areas must also be vacated by that time. The resident making the reservation is responsible for the quiet behavior of his guests and the condition of the Club Room, which includes picking up and removing all garbage and trash before leaving the premises. The resident is also responsible for extra cleaning required other than light vacuuming of the floor and light wiping of the kitchen counters. No partying or gathering of guests in the lobby, pool area, pool, Jacuzzi or halls is permitted. The doors from the Club Room to the courtyard shall remain closed. The main entrance door to 801 Rue Dauphine as well as the foyer entrance door to the Club Room and the fire doors to the halls off the foyer shall be closed except for entrance and exit. The maximum number of guests shall be limited to 75, and only soft music is permitted. For parties held after 6:00 p.m. and with over 40 guests, the resident shall provide a uniformed guard one half hour before and one half hour after the party to patrol parking and to monitor the conduct of the guests.

A \$100.00 payment upon reservation of the Clubroom is required. \$25.00 of this is non-refundable; \$75.00 will be kept by the Association or returned to the resident, depending on the condition of the room, which will be at the discretion of management upon inspection after use.

On any day when the Club Room has not been reserved beforehand, residents may, on a first come first served basis, use the Club Room that day for a group of eight persons or less, without paying the maintenance fee.

### **SMOKING**

32. No smoking shall be permitted in the lobby areas, hallways, elevators, storage areas, or exercise room at any time, nor in the Club Room during meetings of the Association.

### **SWIMMING POOL, SPA AND EXERCISE ROOM**

33. Swimming pool, spa and exercise room hours are from 8:00 a.m. until 10:00 p.m. daily. Only four (4) guests per resident are permitted in the spa and pool area. Resident must be on premises. No guest may use the Club Room.

34. Children 12 years of age and under must be accompanied by an adult in the swimming pool and pool area. Proper swimming attire is required in the pool area; no string bikinis, cutoffs, etc. Guests and residents must use proper cover up attire when in the lobby and parking areas. Only toys pertinent to pool play are permitted in pool area. Toys, flotation devices, etc., shall not be left in the pool or courtyard areas; when not in use they must be stored in the resident's unit. There shall be no pushing or diving from the side of the pool, no running and jumping into the pool, nor shall there be running in the pool area.

35. No one under 18 years of age is permitted in the spa or exercise room unless accompanied by an adult. Food or drinks are not permitted in the spa area.

### **MAIL AND PACKAGES**

36. The Manager may receive and/or sign receipts for registered or certified mail and packages unless the unit owner or tenant gives written instructions to the contrary.

### **SOLICITATION/POLITICKING**

37. No soliciting of business for political candidates, fund raisers, etc. shall be permitted in the building; this includes written notices under residents' doors or on tables in entrances or hallways.



PENALTIES

38. Residents cited for violations of the written Rules and Regulations, as contained herein and as amended are to be penalized as follows:

- First Offense.....Warning
- Second Offense..... \$25.00 fine
- Third Offense.....\$50.00 fine
- Fourth and  
Subsequent Offenses. \$100.00 fine

39. Complaints regarding the management of the common elements or regarding actions of other unit owners or residents shall be made in writing to the Resident Manager or the Board of Directors.

AMENDMENTS

40. Any comment or approval given under these Rules & Regulations may be added or repealed at any time by resolution of the Board of Directors of the Association.

ATTESTED BY Mason Curran DATE 2/23/08  
Mason Curran  
Secretary

## **AMENDMENTS TO RULES & REGULATION S**

### **AMENDMENT #1**

**Page 6 & 7 – Vehicles**

**Item 28**

**Paragraph 2**

The parking location of large, non commercial passenger vehicles such as pickup trucks may be restricted at the discretion of the Board of Directors.  
(Source: Board Meeting dated November 9, 2010)

**Item 29**

**Paragraph 1**

The approval of assigned handicapped parking spaces is indefinitely suspended and handicapped spaces will no longer carry unit number designations.  
(Source: Board Meeting dated October 12, 2009)

### **AMENDMENT #2**

**Page 4**

**Item 16 (b) FLOORING:**

The following new paragraph is added to rule 16(b).

Rental units with hard flooring in place as of 2008 must comply with the 80% rug/carpet coverage requirement with the next change of tenant. Owner occupied units with hard flooring in place as of 2008 must comply with the 80% rug/carpet coverage when there is a change of ownership.  
(Source: Board Meeting dated March 10, 2008)

### **AMENDMENT #3**

Tables, door mats, flower pots, baskets and all other floor mounted objects are not allowed in entry alcoves. In addition, wall mounted objects are not allowed in entry alcoves. Objects may be hung on entry doors only.

(Source: Board Meeting dated January 9, 2012)

**AMENDMENT #4**

**Page 4**

**AWNINGS & WINDOW DRESSINGS**

The following new paragraph is added to rule #17

Tinted glass is permitted provided the tint is a grey or charcoal color.  
(Source: Board of Directors Meeting dated March 12, 2012)

**AMENDMENT #5**

**Page 3 –Plants and Patios**

The following new, unnumbered, second paragraph is added to paragraph 12.

Flags may be displayed on balconies and patios provided they are in good condition and are not offensive in nature, as judged by the Board of Directors.  
(Source: Board of Directors meeting dated February 10, 2014)

**AMENDMENT #6**

**Page 4-Rule 16.(a)**

Workmen shall be allowed on the premises between the hours 08:00a.m and 5:00p.m. weekdays only. No work will be allowed on traditional holidays. Fines resulting from violations of any Rules and Regulations by the contractor shall be the responsibility of, and paid, by the unit owner.

(Source: Board of Directors Meeting dated September 12, 2016)

**AMENDMENT #7**

**Page 6-Rule 28, Second Paragraph**

No commercial vehicle, commercial or passenger truck or pickup of any make or model, shall be stored or parked on the property, nor shall it be parked on any residential street except while engaged in transport of property to and from a building. No motorcycle, boat, trailer, or recreational vehicle shall be stored or parked on the property. A recreational vehicle shall include, for purposes of these declarations, buses, motor homes, pickup trucks with camper tops or similar accessories, camping trailers of any type.

Any pickup trucks owned by residents, that have been previously authorized and approved by The Board of Directors to be parked on the property, in designated spaces, shall be exempt from the changes to this rule.

(Source: Board of Directors meeting dated September 12, 2016)