

EXHIBIT "E"

RULES AND REGULATIONS

FOR

UPPER PONTALBA OF OLD METAIRIE

CONDOMINIUM ASSOCIATION, INC.

(Amended July 1, 2023)

RR 1 – ADMINISTRATIVE AUTHORITY

These rules and regulations were promulgated in accordance with the authority and prohibitions recited in the Condominium Declaration of the Upper Pontalba of Old Metairie Condominium, its By-Laws and resolutions of its Board of Directors

- a.** Any consent, approval, interpretation, modification or suspension of these Rules and Regulations may be amended or repealed at any time by a resolution of the Board of Directors.
- b.** At all times, unit owners are responsible for adherence to these Rules and Regulations. This applies to the owner's tenants, guests, contractors and invitees.
- c.** Non-adherence will first result in a formal written notice reciting the infraction. Continued violation will result in the application of penalties and sanctions deemed appropriate by the Board of Directors, and includes fines up to \$1,000 per infraction. Refusal by the owner to pay said fines may result in a lien being placed on their unit.

RR-2 CONDOMINIUM USE, PURPOSE, AND PROHIBITIONS

No part of the condominium property shall be used for any purpose other than housing and common recreational purposes for which the entity was designed.

- a. A unit may only be used as a single-family residence for owners, tenants and guests.
- b. A unit or portion of same shall not be used for a trade or commercial enterprise, a religious, educational, or professional office, designed for profit, non-profit, altruism or otherwise.
- c. Each unit occupant shall be obliged to maintain and keep in good order and repair their unit in accordance with the Condominium Declaration, and shall not permit items to be thrown, hosed, or swept from doors, balconies or windows.
- d. Hazards to, obstruction of, or storage in the Common Elements, (i.e., portions of the condominium property not a part of the individual units), and the Limited Common Elements (i.e., portions of the Common Elements reserved for the exclusive use and enjoyment of the owners or occupants, is prohibited).
- e. Annoying, dangerous, obnoxious, offensive or illegal behavior by an owner, occupant, family member, guest, contractor or agent in any unit or in the Limited and Common Elements either willfully or negligently that may interfere with the rights, comforts, or convenience of the other occupants is prohibited.

RR2 – CONDOMINIUM USE, PURPOSE AND PROHIBITIONS – CONTINUED

- f. Nothing shall be done or kept in any unit or in the Limited and Common Elements that is a violation of the law, or that will increase the premium rate or result in the cancellation of insurance on the portion of the condominium property insured by the Association.
- g. Nothing shall be done in or to a unit, Limited or Common elements that will impair the structural integrity and appearance of the building and its components.
- h. Electrical equipment of any kind and nature in every unit shall fully comply with the recommendation or dictates of the Board of Fire Underwriters and public authorities. Owners will be solely liable for any damage or injury caused by non-compliance or malfunction of such equipment.
- i. Lint traps are required on all clothes washers, and lint filters are mandatory on all clothes dryers. All residents with vented dryers are required to have their dryer vent professionally cleaned once every two years. Proof of the cleaning in the form of a receipt must be presented to the Property Manager who will maintain a file for each unit. Occupants with ventless dryers must so advise the Property Manager.
- j. Outside antennas of any type are strictly prohibited.
- k. Unit alarm systems that are monitored by a central station are acceptable, but the system may not emit an alarm audible outside the unit.

RR 2 – USE, PURPOSE, AND PROHIBITIONS – CONTINUED

- l. Tinted glass on windows and balcony doors is permitted provided the tint is grey or charcoal in color. However, heavy dark tinting is prohibited.
- m. In addition to any other charges and coincident with move-in, new unit purchasers are required to pay a non-refundable amount equal to two months condominium fees for placement in the HOA reserve account.
- n. Storage closets are solely for storing household items. Hazardous materials of any type are prohibited, as is the closet's utilization as a workshop. An electrical outlet is provided on the house circuit that may be used for a refrigerator or freezer.
- o. Whirlpool, Jacuzzi, hot tubs, and walk-in tubs are prohibited, however Jacuzzi-type tubs as an integral part of the primary bath are allowed on the first floor only. Their noise level must not become a nuisance. The owner is responsible for any damage caused by negligence or malfunction of the tub.
- p. Patio furniture and plants may be placed on balconies and patios provided they are maintained in an attractive manner as determined by the Property Manager.
- q. Storage of any type including bicycles, or the hanging of laundry on balconies and patios is prohibited.
- r. Owners desiring to plant flowers, trees or shrubs within the Common Elements must receive written permission from the Property Manager.
- s. Barbeque grills, Hibachis, fire pits or fires of any type are not permitted on balconies or patios.

RR 2 – USE, PURPOSE, AND PROHIBITIONS – CONTINUED

- t. Owners of garages should store their vehicle in the garage, with the door closed except when entering or exiting.
- u. Garages are for storing vehicles and bicycles. Garage floor areas should not be used for storing other items unless approved by the Board of Directors. Nothing of a hazardous nature may be kept in the garage lockers.
- v. A copy of Acts of Sale must be given to the Property Manager.
- w. Complaints concerning noise caused by hard flooring in second and third floor units must be addressed upon notice from the Board of Directors. Perpetrators will be required to cover 80% of the flooring with rugs or carpets.
- x. Amended December 15, 2023:
 - a. Message boards in the mailbox areas are strictly for official notices and communications only.
- y. Amended December 15, 2023:
 - a. All signs, notices, and flags of any type are prohibited on condominium property including the Common and Limited Common Elements and Unit balconies. Exceptions: The American flag may be displayed at all times. The Saints flag may be flown on a game day only.
- z. Amended December 15, 2023:
 - a. Only door mats matching the hall carpeting may be displayed at the Unit entrance. Additionally, no open or wet umbrellas, shoes or boots should be placed outside of Unit entrance door, additionally anything deemed unsightly or hazardous by the Property Manager shall be promptly removed.

RR-3 LEASED UNITS

Owner occupancy is the desired utilization of the condominium property; however, units may be leased.

- a. A unit may not be used for transient or short-term rental purposes, government subsidized rental programs, nor leased for a period of less than one year.
- b. The owner of a leased unit shall deposit \$1,000 with the Association, which shall be forfeited to the Association if the lessee vacates prior to 365 days from the lease commencement date.
- c. No unit shall be sub-leased by a tenant.
- d. A lease and any Board approved sub-lease must recite the occupants name(s), and contact information.

RR-3 LEASED UNITS – CONTINUED

- e. A lessee may not move into a unit until the Property Manager is presented with a copy of the lease agreement that states “The lessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration, and the Rules and Regulations of the Association.”

RR4 – MOVING

Moves in and out should be carefully coordinated with the Property Manager to reduce inconvenience to the other residents and prevent damage to the condominium property.

- a. The rules set herein for owners apply to lessees, invitees, guests and movers, and the owner may be fined or assessed for non-compliance by any of the above.
- b. At least one week prior to the move, owners and their movers must make arrangements with the Property Manager, who will coordinate all moves.
- c. At a minimum of 48 hours prior to the scheduled move a non-refundable administrative fee of \$250 and a refundable damage deposit of \$500.00 must be made by the owner. If not submitted, the Property Manager may prohibit the move.
- d. Moves completed without proper notification and fee payment will subject the owner to a fine of \$250.00 and for the cost of any and all damages caused by the move.
- e. Moves are only allowed Monday through Friday (holidays excluded) and may not commence prior to 8:00 am and be completed by 6:00 pm. The Property Manager may approve exceptions.

RR4 – MOVING – CONTINUED

- f. Property Manager will allow only one mover per day per elevator lobby.
- g. No moving trucks exceeding 45 feet (including tractor and trailer) are allowed. Moving vehicles may not block parked cars or covered entrances.
- h. Movers should minimize loud talking. Smoking, shouting and music are prohibited.
- i. The building's entry doors may not be propped open except when furniture is actually being moved in or out.
- j. The entry code may not be provided to the movers.
- k. Trash and boxes may not be left in the Common Elements.

- I. All boxes must be broken down and all trash put into bags prior to insertion in the dumpster.

RR5 – SMOKING

The Upper Pontalba of Old Metairie Condominium is a smoke-free property.

- a. Except for owners and occupants that acquired or leased their unit prior to July 1, 2010, smoking is prohibited in all units, Common Elements (this encompassed lobbies, lobby restrooms, hallways, elevators, the courtyard, exercise room, clubroom, balconies, patios) and within 50' of the building.
- b. The July 2010 smoking exception will expire immediately upon lease termination or ownership transfer by sale, or inheritance.
- c. It will be the responsibility of the exempt owner or occupant to take whatever measures necessary to prohibit smoke from migrating into a neighboring unit or into the Common Elements. The Board of Directors will be the sole arbiter of any such smoke migration.

RR6 – PETS

Generally, with caveat, owners may keep well behaved pets.

- a. Only resident owners are allowed to have cats or dogs and recognized household pets.
- b. Tenants may not have cats or dogs; however, those residing as of January 4, 2021 are allowed to have cats or dogs for the duration and all subsequent lease renewals.
- c. A maximum of two dogs, or two cats or other recognized household pets not exceeding 40 pounds each at full growth is allowed.
- d. No animals or reptiles of any kind shall be bred, kept or maintained for commercial purposes on the property.

- e. Owners of pets causing a nuisance, unreasonable disturbance, or noise shall be sent a warning letter. Continued non-compliance will result in a written notice from the Board of Directors mandating the removal of the pet from the property within thirty (30) days.
- f. In no event shall any unleashed pet be permitted in any portion of the Common Elements.
- g. Pet owners and other dog walkers should use the elevator nearest their unit.
- h. All pet feces must be picked up, bagged and put into the dumpster.
- i. Owners whose pets urinate or defecate in the building are subject to a fine and clean-up cost.
- j. All dog owners will be required to pay an annual non-refundable assessment of \$120. A pro-rated fee equating to \$10 per month will be charged owners and qualified residents acquiring pets during the year. The funds collected will be used to defray clean-up costs incurred by pets.

RR7 – CLUBROOM, EXERCISE ROOM, POOL AND LIBRARY

The clubroom, exercise room, library, tennis court, pool area, and other amenities are for the use and enjoyment of residents, and their guests.

- a. Except for the clubroom, the above amenities may be used from 7:00 am to 10:00 pm.
- b. The clubroom may be reserved for exclusive use by a resident from 8:00 am until 11:00 pm.

- c. A clubroom reservation request should be made in writing to the Property Manager seven (7) days in advance.
- d. If the room is available, a reservation agreement form will be signed by the resident along with payment of a reservation fee of \$35.00. Additionally, a \$100.00 refundable damage deposit is to be paid at that time. Deposit will be returned if there are no issues. However, if damage is incurred exceeding \$100, the resident will be responsible for all repair and or clean-up costs.
- e. Children under the age of 8 must remain in the clubroom with adult supervision. Their roaming of the hallways or other Common Elements is strictly prohibited.
- f. No one under eighteen (18) years is allowed in the exercise room.
- g. Children twelve (12) years of age are not allowed in the swimming pool unless accompanied by a resident or guest at least eighteen (18) years of age.
- h. A maximum of 6 guests are allowed in the swimming pool.
- i. Diving, pushing, running, and loud noise is prohibited.

RR7 – CLUBROOM, EXERCISE ROOM, POOL AND LIBRARY- CONTINUED

- j. Proper swimming attire is required.
- k. Only toys pertinent to pool play are permitted. Such toys are not to be left in the pool area.
- l. Only unbreakable containers for food and drinks are allowed.
- m. Tennis courts and the golf putting area are for the exclusive use of residents and their guests.

RR8- VEHICLE PARKING

Parking and vehicle storage regulations.

- a. Resident's vehicles are required to be registered with the Property Manager, and a UPCA parking sticker must be applied, preferably on the left rear bumper.
- b. Except for handicapped spaces, there will be no reserved parking places.
- c. Small pickup trucks without commercial markings and solely used for transportation are allowed.
- d. Commercial and recreational vehicles of all types and boats are prohibited from parking or storage in garages, on site, and the UPCA's private streets and drives.
- e. Parking, including overnight of commercial vehicles actively involved in moving, maintenance and construction is permissible.
- f. Stationary or unused vehicles may not be parked or stored for more than one (1) month, thereafter the Property Manager may give written notice of removal to the owner. If the owner fails to remove the said vehicle in 72 hours, the Association has the right to remove it without penalty. Any charges will be assessed the owner.

RR8-VEHICLE PARKING - CONTINUED

- g. Each unit owner may own up to two (2) garages. Occupants may lease a garage.
- h. DEFINITIONS:
 - Unused vehicles are any not driven under its own propulsion for one (1) month.
 - Recreational vehicles are motor homes, motor coaches, go-carts, golf carts, all-terrain vehicles (ATV), utility terrain vehicles (UTV), buses, pickup trucks with camper tops or similar accessories, camper trailers, and trailers of any type.

RR-9 UNIT RENOVATION AND REMODELING

The Association at its expense is responsible for maintenance, repair and replacement of the Common Elements. Unit owners are responsible for the maintenance, repair, and replacement of all portions of their units.

- a. The Association is authorized to maintain, repair and replace those portions of the building, whether located within or outside of the boundaries of any unit which contribute to the structural support of the improvements or affects the building's appearance. Please see Section VII of the Condominium Declaration for an itemization of pertinent items.
- b. Unit owners are to maintain, repair and replace at their expense all portions of their unit, including but not limited to carpeting, flooring, windows, doors, walls, ceilings and all internal installations of the unit such as appliances, plumbing, electrical, heating, and air conditioning systems.

RR-9 UNIT RENOVATION AND REMODELING – CONTINUED

- c. Unit owners, at their expense are also responsible for maintenance, repair and replacement of such portions of the Limited Common Elements reserved for the exclusive use of their unit.
- d. Unit owners may not paint, decorate or change the appearance of any Common Elements or Limited Common Elements.
- e. Owners contemplating unit renovation or remodeling must submit a written description of the proposed project scope to the Property Manager who will determine if the anticipated work impacts the Common or Limited Common Elements.

- f. In the event it is determined the proposed work will impact the Common or Limited Common Elements, the *Unit Renovation Remodeling Form* must be completed and submitted to the Property Manager, who in conjunction with the Board of Directors will review the proposal. Prior to commencement of any work and project approval, the owner and the contractor must schedule a meeting with the Property Manager and a member of the Board.

I, the President of the Upper Pontalba of Old Metairie Condominium Association. Inc., hereby certify the forgoing Rules and Regulations were truly adopted effective July 1, 2023.

Darrell Hollis, President