

**The Carol
Rules and Regulations
Revised June, 2021**

The following Rules and Regulations, shall govern the use of the property and premises at 2100 St. Charles Avenue. There are many reasons why we have adopted these Rules:

- Some Rules are intended to protect everyone’s safety. Some Rules protect and preserve property.
- **These Rules are intended to enhance the quality of life at The Carol. Many Rules recognize that although The Carol is *your* residence, *it is also the residence of over 140 others*. Consequently, management and the Association Board ask that at all times all of our unit owners, residents, tenants, occupants, and visitors recognize the need to be considerate of others.** We thank you for your cooperation.

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1. **Compliance with Policies of The Carol is required, including Policies governing Renovations to Units, Pets and Animals, Parking, Barbecue Grill, Mardi Gras Activities, and Hurricanes, and any other Policies that the Association Board or General Manager may adopt.**
2. **Use and enjoyment of unit; noise and odors.** No unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants of other units, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any unit or upon any part of the common elements of the Condominium. No person shall make or permit any noise or objectionable odor that may disturb or annoy the occupants of any other unit or do or permit anything to be done which will interfere with the rights, comfort or convenience of other unit owners, their tenants, or guests. Examples: Stove vents must be used when cooking, to minimize odors in the hallway and in other units. No musical instruments shall be played prior to 9:00 a.m. or after 8:00 p.m. The volume of televisions and other electronic devices shall not be excessively high. No repairs or construction to units are allowed on weekends or holidays (New Years’ Day, Mardi Gras Day, July 4, Labor Day, Thanksgiving and Christmas). Contractors may enter units to set up at 8:30 a.m. on weekdays but actual work may not begin until 9:00 a.m., and must be complete by 4:30. (Please see Construction Policy).
3. **Smoking and vaping prohibited.** Smoking and vaping is allowed only in designated areas.
4. **Restrictions on use of hallways and common areas.**

- a. Common areas, including hallways, stairwells, and entrances to the stairwells, shall be kept free and clear of objects and shall not be obstructed.
 - b. No furniture, equipment or personal property shall be placed or stored in the entrances, hallways, walkways, stairwells, in front of the fire alarm and fire extinguisher in the hallways, or other common areas without prior written consent of the Association Board or Manager. Wet umbrellas shall not be left in the hallways or by door entrances except in umbrella stands located by doorways.
 - c. No decorations, paintings, pictures, posters, or any other decorations shall be hung or affixed to the walls of common areas, without written consent of the Manager.
 - d. Common areas shall not be used for storage, even for a few hours.
 - e. No materials, including promotional literature, advertisements and campaign literature may be placed in hallways, or the lobby, or in any common areas except on the table in the mailroom. Any other forms of solicitation and advertising in the building are prohibited.
 - f. Children shall not play in the halls, stairways or elevators.
 - g. Appropriate decorations on doors and on hallway furniture are allowed.
 - h. No exterior of any unit or the windows or doors or any other portions of the common areas of the Condominium shall be painted by any unit owner or resident in any manner without prior written consent of the Association Board or Manager.
 - i. No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the building except with prior written consent of the Association Board or Manager.
 - j. Any furniture, equipment, personal property, decorations, paintings, posters, signs, and any other objects placed in violation of this rule shall be subject to being removed and discarded.
 - k. The lobby and other common areas shall not be used for public or private events, including but not limited to candidate "meet and greets." The pool area may be used for parties (except during the Mardi Gras Holidays) with prior approval of the Association Board or Manager.
5. **Attachments to building prohibited.** Attachments to the exterior of the building are prohibited without the prior written consent of the Association Board or Manager.

6. **Windows.** Signs and other items shall not be affixed to windows except with prior written consent of the Association Board or Manager. Windows shall remain sealed.
7. **The Carol Policy governing renovations to units.** Unit owners, tenants and residents shall comply with the “Rules and Guidelines for Renovations” Policy. No repairs or construction to the unit are allowed on weekends or holidays (New Years’ Day, Mardi Gras Day, July 4, Labor Day, Thanksgiving and Christmas). Contractors may enter units to set up at 8:30 a.m. on weekdays but may not begin actual work until 9:00 a.m., and must be complete by 4:30. (Please see Construction Policy). All contractors shall carry liability insurance and workers’ compensation coverage in the limits established by that policy, and shall sign the “Additional Insurance Agreement”, and provide a waiver of subrogation.
8. **Responsibility for repairs to unit; advance written consent may be required.**
 - a. Unit owners shall maintain and bear the cost of repair of all items within their unit including all limited common elements. “Limited common element” includes, but is not limited to, plumbing pipes and valves, cooling/heating pipes and valves, ducts, and electrical systems.
 - b. No one shall modify or connect to any limited common element without the prior written consent of the Association Board or Manager.
9. **No deadbolt locks.** Deadbolt locks and additional locks on doors are prohibited. Chains are allowed.
10. **Moving in and out of units/furniture and appliance/deliveries**
 - a. Moving in and out of units, and deliveries of furniture and major appliances are allowed only on weekdays between 8:30 a.m. and 6:00 p.m. and on Saturdays between 9:00 a.m. and noon. All movers must vacate the building by 6:00 p.m. on weekdays and by noon on Saturdays. Moving in and out of units, and deliveries of furniture and major appliances is prohibited on holidays (New Years’ Day, Mardi Gras Day, July 4, Labor Day, Thanksgiving and Christmas).
 - b. Anyone moving in and out of units, or moving furniture or expecting deliveries shall notify the office forty-eight (48) hours in advance so that there is no unnecessary congestion in the driveway and to avoid conflicting use of the freight elevator. Failure to notify the office may result in denial of the use of the elevator if someone else has properly reserved the elevator. The Carol is not responsible for any costs incurred due to unscheduled deliveries being turned away.
 - c. Furniture, appliances and bulky items shall only be brought into the building through the service entrance and transported in the freight elevator, not

passenger elevators. If the service elevator is out of service, passenger elevators may not be used for furniture or bulky items. The Carol is not responsible for any costs incurred.

- d. Anyone moving furniture shall place thick protective covering on the carpet. All damage to the building or common areas caused by moving or carrying objects shall be paid by the person responsible for such objects.
11. **Flammable liquids are prohibited in building.** Any liquids, materials or articles deemed hazardous to life, limb or property are prohibited anywhere in the building without prior written consent of the Association Board or Manager.
12. **Pets and animals prohibited by The Carol Policy.** Pets and animals are prohibited anywhere in the building or near entrances except as allowed in the Policy entitled "Reasonable Accommodation Of Assistance Animals." This applies to everyone, including visitors.
13. **Shopping carts and luggage carrier.** Shopping carts and the luggage carrier shall not be retained in units, and shall not be left in hallways or by doorways. Shopping carts shall be returned immediately to the ground floor or inside the freight elevator or left against the freight elevator wall. Luggage carts shall be used only for luggage and small boxes, not for trash or for appliances or large furniture, and shall immediately be returned to the ground floor.
14. **Disposal of trash and garbage.** All trash and wet garbage shall be bagged in plastic (not paper) bags, sealed and/or tied (not loose), and placed in the trash rooms. All garbage containing seafood remains shall be brought to the outside dumpsters, not left in the trash rooms. Please place only recyclable objects in the recycle bin.
15. **Basement laundry facilities for use only by owners and residents; use "HE" detergent only.** Washing machines and dryers in the basement are only to be used by unit owners and residents. Unit owners and residents shall clean the dryer filters after each use. Only detergent with "HE" (energy efficient) on the label in washing machines in the basement shall be used. The Carol assumes no responsibility for items stolen from any of the common areas or the laundry room.
16. **Use only "HE" detergent in laundry equipment in units.** Only detergent with "HE" (energy efficient) on the label shall be used. Unit owners, tenants and residents who replace or install existing washing machines in their units shall install only a high-efficiency washer, and shall replace dryers with ventless dryers.
17. **Swimming Pool rules.** All persons using the pool or pool area shall comply with all Pool Rules and Regulations when in the pool area. Persons with wet bathing suits must use the service elevator and must not track water into the building.

18. **Sales and auctions prohibited.** No sales or auctions shall be conducted on the premises without the prior written consent of the Association Board or Manager.
19. **No liability.** Persons who hire Carol employees to perform services after the employee's work hours shall be at their risk. The Carol is not responsible for damages. Any damage caused by employees of The Carol for such services shall be the responsibility of the unit owner, resident, or occupant.
20. **Appropriate attire required in lobby.** Unit owners, residents, tenants and occupants shall at all times wear appropriate attire in the lobby and in common areas.
21. **Basement storage unit restrictions.** Basement storage units are only for use of unit owners. Unit owners shall not store items in the basement outside of storage units, except with prior written consent of the Association Board or Manager. Management reserves the right to discard objects stored outside units without notice.
22. **Bicycles shall be kept only in garage.** Parking for bicycles is available in the garage. Bicycles are prohibited in the halls, lobby, and common areas.
23. **Use of exercise room.** The exercise room is only for use by unit owners, residents, and their guests. All gym equipment must be wiped with wipes (available in the exercise room) after use. Children under 12 shall be accompanied by an adult. All persons using the exercise room shall comply with the Rules governing use of the Exercise Room.
24. **Package delivery/no liability.** The Carol shall not be responsible for the loss or damage of any packages even if loss or damage occurred through the carelessness or negligence of the employees. Security will not call residents after 8:00 p.m. if a package has been delivered.
25. **Unit access allowed.** Agents of the Association Board or Manager and any contractor or workman authorized by the Association Board or Manager, may enter units at any reasonable hour for any purpose permitted under the terms of the Declaration or these Rules and Regulations.
26. **The Carol Hurricane Policy/Evacuations.** All residents must comply with The Carol Tropical Systems and Hurricanes Rules and Regulations. In the event of any voluntary or involuntary evacuation, unit owners, residents, tenants and occupants shall empty the refrigerator/freezer of all of its contents and remove them from the unit or dispose of garbage appropriately. Unit owners, residents, tenants and occupants shall turn off all water outlets in the unit and leave open all drains, showers or tubs. Unit owners, occupants, tenants and residents shall provide the Manager with contact information (e.g. telephone, cell, electronic mail, facsimile, family contacts outside the City). 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. Please read the entire Rules and Regulations.

27. **Certain unit leases and rentals prohibited.** Unit leases and rentals for a period of less than 6 months and more than 2 years are strictly prohibited. Unit owners are required to provide copies of leases, rental agreements, and renewals to the office.
28. **Liability for damage to building.** Any damage to the building or equipment caused by a unit owner, tenants, resident, employee, contractor or guest shall be repaired at the expense of the unit owner.
29. **Unit owner liability.** Every unit owner shall be jointly, severally, and *in solido* liable for the actions of their tenants, residents, occupants, employees, agents, occupants, guests, clients or invitees.
30. **Insurance.**
 - a. Unit owners shall secure HO6 Condominium Homeowner coverage and shall provide Manager with a copy of the declaration page.
 - b. Unit Owners and Tenants are strongly encouraged to obtain adequate liability insurance to cover damage that may occur to their unit and other units and common areas caused by the act or negligence of the unit owner, contractors and repair persons, tenants, employees, guests, clients, invitees, and other unit owners.
31. **Sale/Transfer of Units.** Anyone becoming the owner of the unit at The Carol Condominium, by virtue of a sale, exchange, transfer, donation or any other voluntary transfer, shall be required to pay the Association two (2) months of the then current monthly condominium association maintenance fee to the Major Repairs Fund Account. This requirement shall not apply in the event of transfers due to death, foreclosure, dation, (deed in lieu) or transfers to entities or trusts in which the transferor controls or owns a majority interest in the transferee. Further, no transferor shall be entitled to withdraw any amounts paid or contributed to the Major Repairs Fund for as long as The Carol Condominium is in effect.
32. **Housing Discrimination.** The Association will refrain from engaging in housing discrimination prohibited by the federal Fair Housing Act.
33. **Accommodations.** The Association will provide reasonable accommodations to their rules, practices or services when such accommodations may be necessary to afford people with disabilities the equal opportunity to use and enjoy their dwellings as required by federal, state, and local law.

34. **Treat employees in a civil manner.** Unit owners, residents, occupants and visitors shall at all times speak with and treat employees of The Carol in a civil, respectful manner. Verbal abuse of employees and use of profanities will not be tolerated.
35. **How to file a complaint.** Complaints shall be made in writing to the Manager via email at the email address posted on <https://www.thecarolcondominium.com/> or vial mail at 2100 St. Charles Avenue, New Orleans, Louisiana, 70130 Attn. Carol Condominium Manager.
36. **Compliance with these Rules and Regulations.** It is the responsibility of all unit owners and residents to be familiar with all Rules and Regulations, to comply with the Rules and Regulations, and to make certain that their guests and visitors do not violate any of the Rules and Regulations. Every unit owner, resident, tenant and occupant shall comply with and be subject to these Rules and Regulations any and all rules and regulations, which from time to time may be amended. Failure of a unit owner, tenant, resident or occupant to comply may result in action by the Manager or Association Board. This may include but not be limited to payment for damages and expenses, eviction of a resident or occupant, and any other remedies in the discretion of the Manager or Association Board. This shall include but not be limited to the right to impose a fine on any unit owner for failure of an owner, his or her family, guests, invitees, lessees, tenants, occupants or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By Laws according to procedures established by the Association Board. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending unit owner, resident or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner, tenant, resident, and/or occupant.
37. **Amendments to Rules and Regulations.** The Association Board may amend these Rules and Regulations at any time.