

Cotton Mill Condominium Association

House Rules

Revised/2014

All Cotton Mill Documents and Forms are available from the Manager or may be downloaded at the Cotton Mill's website:

www.thecontonmillneworleans.com/documents

[Note: If you have Adobe Acrobat Reader (ver. 6.0 or later) you may download and type in forms located in the "Active Forms" folder.]

TABLE OF CONTENTS

I.	Introduction.....	1
II.	Definitions.....	1-2
III.	General Rules	
	A. Responsibility for Damage.....	2
	B. Safety.....	2-3
	C. Security.....	3
	D. Property Protection.....	3-4
	E. Quality of Life.....	4-5
	F. Aesthetics.....	5
	G. Pets.....	5-8
	H. Specific Common Area Rules	
	1. Bicycle/Motor Cycles and Motor Scooters.....	8-9
	2. Pool.....	9
	3. Fitness Center.....	9-10
	4. Party Room	10-11
	5. Grill Area.....	11
	6. Parking	11
	7. Residents’ Bulletin Boards.....	12
	I. Deliveries and Moving In/Out Rules.....	12
	J. Communication and Revision of Rules.....	13
IV.	Special Orders.....	13
V.	Enforcement Protocol	
	A. General.....	13
	B. Incident Reporting.....	13-14
	C. Enforcement.....	14-15
VI.	Assessments for Common Expenses (Condo dues), Non-Proportionate Assessments, Emergency Assessments, and Special Assessments.....	15
VII.	Sales and Leasing of Units Policy.....	15
VIII.	Addenda	
	A: Census Form.....	16
	B-1: Pet Registration Form.....	17
	B-2: NOLA Code of Ordinances Animals.....	18-19
	C: Incident Report Form.....	20-21
	D: Sales / Lease Agent Information Cover Letter.....	22
	E: Notice of Intention to Sell/Lease a Condominium Unit Form.....	23
	F: Standard Renovation Contract.....	24-25
	G: Renovation Guidelines for Reviewing Architect and Engineer.....	26
	H: Contractor & Subcontractor(s) Work Rules Form.....	27-28

I. Introduction:

These House Rules are adopted by the Board of the Association pursuant to the authority vested in it by Article VI of the By-Laws and the Louisiana Condominium Act, La R.S. 9:1121et seq. Communal living requires an increased level of consideration for others. This document establishes rules and guidelines to provide for the enjoyment and safety of all Owners and Residents and the protection and maintenance of the Condominium Property. While the House Rules may not be inclusive of all issues regarding behavior within the complex, they are intended to provide a clear idea of the level of mutual respect and cooperation that Unit Owners and Residents of the Cotton Mill should demonstrate.

In the event that any of these House Rules are inconsistent with the By-Laws and/or the Declarations and/or Louisiana law, the By-Laws, the Declarations and/or Louisiana law shall prevail.

It is the intent of these House Rules to promote the means of making them work for the benefit of every Unit Owner and Resident through their voluntary compliance and good will.

II. Definitions

- A. "Association" shall mean the Cotton Mill Condominium Association, Inc.
- B. "Board" shall mean the Board of Directors of the Association.
- C. "By-Laws" shall mean the By-Laws of the Association dated September 30, 1996, and as subsequently amended.
- D. "Declarations" shall mean The Second and Completely Restated Act of Declaration by Cotton Mill Limited Partnership for the Cotton Mill Condominiums dated June 30, 2004, and as subsequently amended.
- E. "Assessments for Common Expenses" shall mean those assessments imposed upon Unit Owners for the purpose of defraying common expenses to manage and maintain Common Elements and to pay Common Expenses, as further described and delineated in Article XII of the Declarations. "Assessments for Common Expenses" are otherwise known and referred to as "Condominium Dues."
- F. "Non-Proportionate Assessments" shall mean those assessments described in Article XII, Section 3 of the Declarations and Article V, Section 3 of the By-Laws. Examples of Non-Proportionate Assessments are charges assessed to those owning dogs, bicycles, etc., the expense of which may, in some instances, be carried by the Association.
- G. "Special Assessments" shall mean those assessments described in Article XII, Section 7 of the Declarations and Article V, Section 4 ("Additional Assessments") of the By-Laws.
- H. "Emergency Assessments" shall mean those assessments described in Article XII, Section 5 of the By-Laws.
- I. "Penalties" shall mean financial penalties and/or fines levied against those persons by the Board and/or the Manager for violation of these House Rules. Penalties do not

include financial charges incurred by the Association in the collection of any Assessment. The Board's authority to impose Penalties is predicated on Article IX, Section 4 and Article XX, Section 5 of the By-Laws and by the Louisiana Condominium Act, La. R.S.9:1123.102 (14) (15).

- J. "Manager" shall mean the Property Manager hired by the Board for the purpose of delegating day to day management responsibilities for the upkeep, maintenance, and security of the Property and the enforcement of these House Rules.
- K. "Property" shall mean the Land and Buildings located at 920 Poeyfarre St., New Orleans, La, 70130 and further described in Article I of the Declarations.
- L. "Unit Owner" shall mean the record owner(s) of one or more Units as defined in Article I of the Declarations.
- M. "Resident" shall mean a Unit Owner or any person permitted by a Unit Owner, by lease or otherwise, to reside in a Unit.
- N. "Courtesy Officer(s)" shall mean those individuals employed by the Manager or by an independent contractor hired by the Board or the Manager for the purpose of promoting the security of the Property and enforcing these House Rules.

III. General Rules:

A. Responsibility for Damage

Any Unit Owner is responsible for any damage to other Units or to any Common Element caused by the fault of that Unit Owner or any person or animal for whose acts or omissions he/she may be legally responsible for, including, for instance, all agents, servants, tenants, lessees, family members, invitees, licensees or household pets. Such Unit Owner shall be responsible, as determined by the Board, to pay for damage to Common Elements or to reimburse the Association for Common Expenses to repair, replace and or maintain Common Elements caused by the Unit Owner's fault, and/or the fault of those for whom he/she are responsible. Nothing herein intends to deprive any Unit Owner whose Unit is damaged by the fault of another Unit Owner, or the fault of those for whom he/she is responsible, from pursuing compensation by any legal means from a responsible Unit Owner.

B. Safety

1. For the safety of all Residents, Unit Owners and Residents are required to complete a Census Form (see Addendum "A"). Any changes in residency are to be reported and Census Forms amended accordingly as soon as possible.
2. Fire department regulations prohibit placement of personal property (such as furniture, art objects or bicycles) in hallways or stairwells. This is to prevent obstruction of exits in case of fire.
3. Storage of explosive or flammable materials, other than a well-maintained propane tank mounted to a grill, is not permitted in Common Areas or on balconies.
4. Charcoal grills, fire pits, or other fire containers using loose or liquid fuel are prohibited on balconies, and in Common Areas other than the Grill Area, except for limited Common Areas.

5. Flammable materials and construction debris may not be discarded in the garbage chutes.
6. Propping open Common Area doors or tampering with locking mechanisms is prohibited. All Unit doors must be kept closed when not in use to prevent the spread of fire; to insure an even balance of air pressure throughout the building; to eliminate the spread of cooking odors; and to maintain an even temperature in the hallways.
7. Riding of bicycles, tricycles, skateboards, in-line skates, roller skates or scooters in Common Areas is prohibited.
8. Any malfunctions of the elevators should be reported immediately to the Courtesy Officer. Each elevator is provided with an electric alarm bell that can be operated from the inside of the elevator.
9. No Resident shall overload the electric wiring in the building.
10. No moveable objects may be placed outside window sills.

C. Security

1. The security of building Residents and their property is of paramount concern to the Association. Courtesy Officers are on duty 24 hours-a-day in the main lobby and are primarily responsible for building security, drafting incident reports and enforcement of these House Rules. Courtesy Officers and Residents may call 911 or otherwise contact local law enforcement should there be reasonable need to do so.
2. Entrance into the building by Residents is through use of the key fob activated electronic lock.
3. Guests are admitted either by a Resident (through the electronic system) or through the Courtesy Officer. All non-Residents not accompanied by a Resident must sign in at the courtesy desk. The Courtesy Officer must announce all visitors (including delivery personnel) and receive the appropriate Resident's approval for access.
4. Residents should not circumvent security for the building by allowing unauthorized entry.
5. In the case of multiple guests (for example, a party), or if a Resident has engaged a service contractor, the Resident shall provide the Courtesy Officer in advance with a written list names of individuals who are approved for access.
6. Propping open external doors is prohibited in order to prevent unauthorized access. Also, see Section III, B, 6 of these Rules.
7. Courtesy Officers will accept and secure packages, log the delivery, and place a delivery notice in the appropriate Resident's mailbox.
8. To use a Cotton Mill shopping cart users must sign a log-out sheet at the Courtesy Officer's desk. Upon return of the cart the Courtesy Officer will log in the return.
9. The U.S. Postal Service handles mail delivery and distribution. If a Resident plans to be away for an extended period of time, the Resident should arrange for someone to collect the mail or arrange for the post office to hold mail delivery.
10. See Rules Sec. IV.B for Incident Reporting.

D. Property Protection

1. Leaking water is considered an emergency, and the investigation of a leak may

require the Manager's immediate access to one or more Units. Under emergency circumstances, the Manager may access any Unit without the Resident's notification or approval. Residents are responsible for reporting all leaks and/or plumbing emergencies immediately to the Manager or, if after regular business hours, to the Courtesy Officer. All damages from plumbing leaks, water furniture, or aquariums are the financial responsibility of the Unit Owner of the Unit from which the leak or leaks originate.

2. To prevent pipe damage, the use of chemical drain cleaners is discouraged.
3. Leasing of Units by Unit Owners is permitted subject to the Leasing Registration and Restriction Policy (see Rules Sec. VI).
4. Hot tubs are not allowed on balconies due to issues of weight and potential for water damage.
5. The Common Area drains, storm drains, and green spaces may not be used for disposal of waste liquids or for cleaning equipment. This prohibition includes, but is not limited to, pouring out mop water or crawfish boil water, or for cleaning of paintbrushes.

E. Quality of Life

1. No activity shall be carried on in any Unit or Common Area which may be offensive, annoying or a nuisance to other Residents or which disrupts any other Resident's reasonable use of the property.
2. A primary element of quality of life is noise control. Residents are to keep all noise at a reasonable level that will not disturb or annoy other Residents. For example, this includes boisterous and loud talking, music or use of amplified audio equipment. Quiet hours means no noise either in common or private areas that will disturb any Resident.
3. Building-wide quiet hours are between 10 PM and 8 AM Sunday through Thursday and between 12 AM to 9 AM Friday and Saturday.
4. Smoking is prohibited in any of the interior Common Areas of the building and in the pool area. Cigarette butts should be disposed of in ashtrays, not in green space or on sidewalks.
5. Appropriate attire must be worn in all Common Areas.
6. Solicitation by Residents or anyone else (i.e. vendors) is strictly prohibited on the premises. No flyers or other announcements may be posted in any Common Areas except on the designated Residents' Bulletin Boards without prior approval by the Manager (See Rules II, Section H. Specific Common Area Rules, 7. Residents' Bulletin Boards). Only flyers or handouts directly relevant to the Cotton Mill will be approved for anywhere other than designated bulletin boards and tables.
7. Residents are responsible for reasonable care of Common Areas including properly disposing of trash.
8. All refuse must be securely placed in plastic bags that should be tied or stapled before being discarded in the garbage chutes. No debris is to be left in the garbage chute rooms. Boxes and other over-sized items that do not fit easily in the chute must be brought down to the main garbage room located on the first floor. Boxes must be broken down.

9. Residents experiencing problems with any building employees or services should file a written report with the Management office rather than attempt to resolve matters personally. Residents unable to resolve problems with the management office should contact the Board of Directors in writing.

F. Aesthetics

1. No Resident shall display, hang, or store any household or recreational items outside the Residential Unit except in limited Common Areas.
2. No signs can be displayed in the windows or posted on the exterior of the Unit.
3. No Resident shall paint the outside of his Unit, or install outside his Unit any canopy, or awning.
4. Residents may place on the external side of the hallway doors of their Units unobtrusive decorative objects such as doormats, wreaths, holiday decorations or religious symbols provided such objects are not offensive to a person of reasonable sensibilities.
5. All shades or other window coverings must be in good repair and must be of neutral color on the outside. All draperies must be lined in a neutral color. Neutral is defined as white, off-white, ivory, crème or other color as specifically approved by the Board.

G. Pets

1. Registration

- a. Every dog residing in the Cotton Mill must be registered with the Manager and registration must be renewed annually. Registration serves not only to identify animals but creates a census in case of emergencies such as fire or evacuation. Cats and other pets kept exclusively within individual Units may be registered for census purposes free of charge.
- b. An annual registration fee of \$35 per dog is required. The fee is payable to the Association and is considered a Non-Proportionate Assessment. This fee pays for dog bags, clean-up stations, deodorizer for exterior Common Areas, and landscape maintenance. Registered dogs will receive a tag, which must be worn whenever the dog is in Common Areas. Tags may not be transferred to another animal.
- c. Dog owners must register and pay the registration fee immediately upon moving in or adopting a dog, but will have 60 days from date of move-in or adoption to complete all requirements of registration (photos, vaccinations, etc.). The Pet Registration Form (see Addendum B-1) shall be obtained from the Manager's office or from the Association's website.
- d. Registration renewals and the annual fee are due January 3rd of each year.
- e. Dog owners are responsible for keeping rabies vaccinations up to date as required by City Ordinance (see Addendum B-2, Article IV. Rabies Control), and must provide a written copy of licensure to management once a year. Dog owners shall also practice flea control on their animals to prevent infestations of Common Areas.
- f. A non-Resident dog may visit the Cotton Mill as the guest of a Resident. The host Resident and his or her Unit Owner is responsible for any visiting dog. All Unit Owners are jointly responsible for damage caused by dogs invited onto the Property by their Residents. Any guest-dog who will stay overnight in the Cotton

Mill must be registered upon arrival at Manager's office and receive a guest-dog tag. The tag must be worn in Common Areas, is not transferrable and must be returned at the end of the dog's visit or the host Resident will be charged a replacement fee. Guest-dogs may stay at the Cotton Mill for up to two weeks (14 days) without paying a registration fee or providing photographs and other documentation, but the host Resident and/or Unit Owner must certify that the guest-dog is in compliance with City Code (see Addendum B-1, Pet Registration Form, Guest Dog Registration). After two weeks, the dog must be registered as a Resident dog or a fine will be levied (see V.C.3b).

- g. All dogs must be in compliance with the City Ordinance (see Addendum B-2, Division 5. Spaying and Neutering of Dogs), which states that animals over six months old must be spayed or neutered, or the owner must obtain a permit from the LA/SPCA to keep an intact animal. (See Addendum B-1 for more information on obtaining an intact permit).

2. Responsibility/Liability

- a. Residents are responsible for immediately cleaning up after their animals, not only in Cotton Mill Common Areas, but also sidewalks, streets and the parks as required by the City Ordinance (see Addendum B-2, Article I, Sec. 18-13). Dog waste must be bagged and disposed of in exterior trash barrels or in dog waste receptacles. Clean-up stations are also provided for accidents in interior Common Areas and urine and dog waste inside hallways and elevators must be cleaned up immediately. Special penalties will be levied on Residents and/or their Unit Owners for not cleaning up after pets (see #5-b, below). No dog or cat waste may be dropped down trash chutes unless securely bagged. All Unit Owners are jointly responsible with their Residents for any fines or penalties assessed for violations of this Section.
- b. Dog owners are responsible for any damage to the common elements, including landscaping, caused by their dogs. Dogs are not allowed to trample, dig or tear up landscaping. Unit Owners are jointly responsible for damages caused by their Residents' dogs.
- c. Since dog owners would be held personally liable for any injuries or damage caused by their dog(s), they should consult their insurer regarding coverage for damage or injury caused by dogs in their condo insurance policy. Unit Owners may be held liable for damage or injury caused by their tenant's dog, so Unit Owners should require adherence to the Pet Rules in their leases.
- d. No dog is allowed to become a nuisance due to excessively unruly or aggressive behavior. Examples of behavior that would be considered "nuisance" include, but are not limited to: unprovoked and persistent aggressive barking, snapping or lunging at humans or other dogs; a dog effectively not under an owner's control; wanton destruction of landscaping or any common elements. Penalties will be levied by the Cotton Mill Association for unacceptable dog behavior on our property. Any dog that meets the City Ordinance criteria for "potentially-dangerous", "dangerous", or "vicious" will be reported to LA/SPCA Animal Control. (See City Ordinance, Addendum B-2, Division 4 for specific definitions.) Dogs defined as "vicious" are not permitted on Cotton Mill property as, by City

Ordinance, they cannot be kept within Orleans Parish.

- e. All descriptions of behavior assume the dog was not provoked (see City Ordinance, Addendum B-2, Divison 4, sec. 18-295).

3. General Pet Rules

- a. All dogs must be under the complete control of their owner while in Common Areas. All dogs must be on a leash no longer than 6 feet (except as described in 3-d below) or in a carrier. Dogs may not be left unattended in any Common Area.
- b. Dogs must not be allowed to jump up on people, even in a friendly manner.
- c. Dogs are not allowed in the pool, pool area or in the fitness center.
- d. A dog may be allowed off-leash in the fenced area at the corner of Poeyfarre and Annunciation Streets. Anyone who enters that area must take full responsibility for any injuries that may occur either to themselves, their dogs (on or off-leash) or any other person or animal in the area at the same time. Only Resident dogs and registered guest-dogs are allowed in this area. All rules concerning noise, damage and clean-up of dog waste apply in this area and will be enforced. To protect this privilege, this area must be kept locked when not in use by Residents. The lock combination can be obtained from the Manager.
- e. Dog owners are encouraged to make use of sites outside the Cotton Mill that are available for dog exercise, including the Diamond Street neutral ground, Lafayette Square, Coliseum Square, NOLA Dog Bark, City Park, Audubon Park, Crescent City Park, and the many dog daycare facilities in the city. Note: City Ordinances apply to these areas.
- f. Owners of certified guide dogs, signal dogs or other service animals should register their animals as such with the Manager, and may apply for exemptions from restrictions that interfere with their duties.
- g. Cats are not permitted in Common Areas except in a carrier. A small number of feral cats are allowed to live in the courtyard for the purpose of rodent control, and are fed and cared for by the staff.
- h. Feeding stray animals on Cotton Mill property is prohibited. Injured or stray animals should be reported to the local animal control authority for pick-up (Dial 311).

4. Reporting Incidents

- a. It is imperative that any Resident or staff member who witnesses an infringement of the Pet Rules report the incident to a Courtesy Officer and/or the Manager. Even though a single incident between dogs may be resolved amicably, cases of persistent or escalating aggressive behaviors can only be tracked if reports are filed for all incidents. Incident Report Forms (Addendum C) are available in the lobby. If requested, Courtesy Officers will assist in filling out the forms.
- b. As described in the Incident Report Form, Residents may elect to file forms “confidentially” if they wish, in which case their identity will be protected by the Manager. Forms may be directly deposited in the Management Office door slot.
- c. Courtesy Officers witnessing nuisance, potentially-dangerous, dangerous or vicious behaviors in person or on security cameras are required to fill out an Incident Report.

5. Penalties

- a. Penalties for general infringements of Pet Rules and for nuisance dog behavior follow the protocol for all infringements of Cotton Mill House Rules (see House Rules, Section V.C. Enforcement).
- b. Penalties for owners not cleaning up after dogs in Common Areas: \$25 for first offence, \$50 for second offence, \$75 for each subsequent offence. Unit Owners are jointly responsible with their Residents to pay such fines. Repeated violations by the same dog owners, or the failure to pay fines for prior offenses, may, in the judgment of the Board, result in eviction of the dog in question. Unit Owners are jointly responsible for penalties levied against their tenants and/or lessees.
- c. Potentially-dangerous, dangerous, or vicious behavior as defined by City Ordinance: In addition to Cotton Mill penalties, LA/SPCA Animal Control will be notified, and City Ordinance requirements will be enforced, including wearing of muzzles in any Common Areas (See City Ordinance, Addendum B-2, Sec. 18-296, Proper handling of a potentially-dangerous dog).
- d. Although the Pet Rules are consistent with City Ordinance to the extent possible, the Board reserves the right to assess how rules and fines are applied on Cotton Mill property.

H. Specific Common Area Rules

1. Bicycles, Motor Cycles and Motor Scooters

- a. Bicycle and scooter storage racks are limited to use by Residents only.
- b. Residents are required to register their bicycles and scooters with the Cotton Mill and display the appropriate sticker tag(s) in order to use the storage racks.
- c. Bicycles may be stored with a paid permit in the courtyard alcove on the river side of the swimming pool and the archway between buildings B and H. Covered bicycle storage in the courtyard area is available, on a first-come, first served basis, for an annual fee of \$35. This fee is a Non-Proportional Assessment. Unit Owners are jointly responsible for payment of fees levied against their tenants and/or lessees.
- d. Scooters may also be stored in the designated racks along John Churchill Chase for an annual registration fee of \$35. This fee is a Non-Proportional Assessment. Unit Owners are jointly responsible for payment of fees levied against their tenants and/or lessees.
- e. The number of registration permits will be limited to the number of spaces available. If necessary, Cotton Mill management will maintain a waiting list.
- f. Use of the bike or scooter storage areas is strictly at the Owner's risk.
- g. Any bicycle or scooter placed in a rack without a permit will be tagged with a notice to remove it or obtain a permit within 48 hours. If a permit is not obtained within 48 hours, the bicycle will be removed and placed in storage. The bike will then be donated to charity, if not claimed within 30 days.
- h. All bicycles located in any Common Area within a building or interior courtyard, or any exterior Common Area other than on a bicycle rack, regardless if permitted or not, will be removed and stored immediately and donated to charity if not claimed in 30 days.

- i. Unsightly or unusable bicycles may be tagged with a notice to remove the bike within 48 hours. If not removed, the Manager may remove the bike to storage and dispose of the bike if not claimed in 30 days.
- j. No motor cycle or motor scooter may be stored in any Common Area in the interior courtyards or inside any building.

2. Pool

- a. The pool area is available exclusively for the use of the Residents and their guests with a limit of three (3) guests per Resident. Pre-approval is required for more than three guests. All guests must register with the front desk and be signed in by a Resident.
- b. Pool users swim at their own risk. Pool users assume all risk for loss or damage to persons or property and assume liability for their guests.
- c. The pool is not available for private parties and a single Resident's guests should not monopolize the pool or poolside furniture.
- d. An adult must accompany all children under the age of 13.
- e. Pets are not allowed inside the pool area.
- f. As indicated in the "Quality of Life" section, noise levels in the pool, as in other exterior Common Areas, should be kept at a reasonable level that will not disturb or annoy other Residents.
- g. The pool is open for use 24 hours, but pool quiet hours must be observed between 10 p.m. to 9:00 a.m.
- h. Diving, running, pushing, causing undue disturbance, or any conduct that may endanger the welfare of one's self or other patrons is prohibited.
- i. Smoking is not permitted in the pool or pool areas.
- j. No food or beverages are allowed in the pool. Beverages within the fenced area around the pool must be kept in non-breakable containers. Absolutely no glass is allowed.
- k. Please remove all personal items when departing the pool area. Any personal items left in the pool area will be removed and stored immediately, and donated if not claimed within 30 days.
- l. Proper swimming attire must be worn at all times.
- m. Infants/children not toilet-trained must wear swim diapers under swimsuits. No diapers please.
- n. Admission to the pool may be denied for any of the following reasons:
 - Intoxication
 - Open sores, wounds, skin infections, and nasal or ear discharges.
 - Any condition or evidence, which in the opinion of the manager would jeopardize the health and safety of the membership.

3. Fitness Center (Iron Works)

- a. The fitness center is available exclusively for the Residents and their guests.
- b. Fitness center users assume all risk for loss or damage to persons or property.
- c. Personal trainers need to fill out an insurance certificate to be kept on file at the management office.

- d. Users of the fitness center must be age 16 or older.
- e. Shirts, shorts, and shoes (no open shoes) are required.
- f. Pets are not allowed in the fitness center at any time.
- g. The fitness center is open for use 24 hours, but normal quiet hours must be observed.
- h. Audio from the fitness center video monitors or any portable electronic equipment should not be audible to other fitness room users. As a courtesy to others, please refrain from cell phone use in the fitness room.
- i. Personal equipment may not be stored in the fitness center. Any personal equipment left in the fitness center will be removed and stored immediately, and donated to charity if not claimed within 30 days.
- j. The thermostat in the fitness center is preset for general comfort and should not be tampered with.
- k. In consideration of other Residents, please wipe off machines after use.
- l. All beverages must be kept in non-breakable containers. Absolutely no glass is allowed. No food is allowed in the fitness center.
- m. Please return TV monitor remotes to the window ledge when you are finished using them so others can locate them.

4. Party Room

- a. The party room is available for use by individual Residents for parties or meetings.
- b. Use of the party room is encouraged for large gatherings in order to avoid disturbing individual Unit neighbors and to avoid having large numbers of non-Residents wandering the building.
- c. Quiet hours must be observed in the party room and courtyard area.
- d. Reservations are on a first-come, first-served basis. Reservations are made by contacting the Manager. The person reserving the party room must be a Resident and must be present at the party.
- e. A refundable cleaning deposit of \$75.00 is required in order to make a reservation or to use the party room. The reservation is not considered complete until the deposit is received. All deposits must be in the form of a check.
- f. If the room is not reserved, a Resident may use the party room without making an advance reservation, but a cleaning deposit is still required and must be given to the Courtesy Officer to access the room if after business hours.
- g. It is the responsibility of the Resident who reserves the room to clean the party room after use. The party room should be cleaned by 11 a.m. on the day following the party or in time for the next reservation, whichever is earlier. The cleaning deposit is a “good faith” amount and the Resident who reserved the room will be charged for any additional cleaning costs if required.
- h. Any damage and associated costs will be assessed against the Resident who reserved the room.
- i. No deposit is required for meetings of Association committees, Residents’ meetings, and Board meetings. The room should be reserved to avoid scheduling conflicts.
- j. Reservation of the party room does not reserve any part of the courtyard or pool area, and does not authorize any use of those areas that infringes on their use by other Residents. Guests and party activities should be confined to the party room area.

- k. Smoking is not permitted inside the party room.
- l. The Association assumes no liability for guests. Hosts are reminded of the potential liability for guests and their actions. Hosts and/or their Unit Owners are required to indemnify and hold harmless the Association for any damage caused by the Host's guests, whether to person or to property.
- m. The party room can only be reserved one day at a time. When the room has been cleaned and the deposit returned, another reservation can be made.

5. Grill Area

- a. Gas grills are provided for the purpose of cooking food.
- b. Reckless use of accelerants that could present a fire hazard is prohibited.
- c. A grill must be supervised if there are flames or glowing coals present.
- d. Grills and surrounding areas should be cleaned after use.
- e. Cold coals and ashes should be disposed of in trash containers. Dumping of ashes, charcoal or any cooking byproducts onto the ground or in any green space is prohibited.
- f. Food and organic material should be placed in closed plastic bags before disposing in trash containers or in the trash room.
- g. Crawfish Boils and Deep-Fries must take place in the grill area, and require a refundable cleaning deposit of \$200. This is to insure timely clean-up and responsible disposal of cooking liquids. The deposit must be in the form of a check from an individual Resident and must be given to the Manager or Courtesy Officer in advance. Clean up must be completed before 8 AM the following day. Any costs for cleaning or damage will be deducted from the deposit.
- h. Personal property, such as patio furniture, ice chests, cooking utensils or equipment may not be stored in the Common Areas. Storage of personal grills will be permitted so long as their number, placement, use and maintenance does not interfere with the rights of other Residents.

6. Parking

- a. Nearby off-street parking is available to Residents on a contractual basis.
- b. Residents who choose to park on the street must obey City of New Orleans parking regulations, which are enforced by the City of New Orleans through ticketing and towing.
- c. Parking or blocking handicap access ramps, even temporarily, is prohibited and will be strictly enforced through ticketing and towing.
- d. Passenger Zone parking is restricted to 10 minutes.
- e. Parking in loading zones is prohibited unless actively loading or unloading. A dated loading zone parking permit can be obtained from the Courtesy Officer for Residents moving in or out if approved in advance by the Manager.
- f. It is recommended that scooters and bicycles be parked in designated areas or risk the vehicle being ticketed or removed by the city for violation of city ordinances.
- g. Parking in front of fire hydrants is prohibited.

7. Residents' Bulletin Boards

- a. A Residents' Bulletin Board and handout table is located at each bank of mailboxes (Buildings "A" and "C").
- b. Any Resident may post any flyer, notice, advertisement, etc., or leave handouts on the table without prior approval from management.
- c. Any material deemed to be offensive to a reasonable person will be removed.
- d. The bulletin boards and tables are stripped on the first business day of each month to keep them current and clean. Residents are responsible for removing any items they wish to preserve before the first of each month.
- e. Vendors will not be admitted into the building for the purpose of leaving handouts or posting flyers. Non-Resident vendors wishing to advertise on the Cotton Mill Residents' Bulletin Boards must first check with the management. Failure to do so will result in any such advertising being removed by the management.

I. Deliveries and Moving In/Out Rules

1. To allay the additional energy costs, and stress on the facilities and Residents, all moves require a non-refundable fee of \$150, and is considered a Non-Proportional Assessment.
2. Moves must be scheduled through the management office at least 48 hours prior to the move, and may be scheduled only for Mondays through Fridays from 8 a.m. to 5 p.m. and Saturdays from 9 a.m. to 4 p.m. No moves are allowed on Sundays or holidays. Any other times requested must be in writing and permission granted by the Board at their discretion, with consideration given to security issues and the quality of life of the other Residents.
3. All Residents and moving personnel must present an ID to the front desk to access a loading dock area for deliveries and for moving in or out.
4. Moving vans or trucks may not be parked in the loading zone outside the main entrance on Poeyfarre Street. Trucks or vehicles cannot block access to any streets unless NOPD is hired to block a street.
5. The path for movers will be inspected before and after the move. Fines for any damage will be assessed at cost.
6. The loading dock and trash room doors may not be left open when moving crew or save on air conditioning costs to the building.
7. All boxes should be broken down and placed on the first floor trash rooms or in an outside dumpster. No furniture, appliances, boxes or other personal items may be left unattended in the Common Areas inside or outside any buildings. This includes trash rooms and loading docks.
8. Elevators may not be locked during moves or for deliveries. No more than one elevator at a time may be used for a move.
9. Signs indicating a move is in progress must be placed inside the affected elevator and near the call button on each floor to warn Residents of a potential delay in service. Signs must be removed after the move is completed (or in the case of a move that takes more than one day, at the end of each day).
10. Owners assume responsibility for advising renters and buyers of their Unit about move-in and move-out rules.

J. Communication and Revision of Rules

House Rules will be communicated to Residents by means of brochures, website, signage and other notifications as deemed necessary or reasonable by Management and the Board. House Rules may be revised by communicating suggested revisions and rationale in writing to the Board, the Rules & Regulations Committee or to the Manager. The Board will refer suggestions to the Committee, the Committee will consider the suggestion, obtain input from other Residents, and forward any recommendation to the Board. The Board will either approve the Rules & Regulations Committee's suggested revisions en bloc or make recommendations for further study by the Rules & Regulations Committee.

IV Special Orders:

From time to time, the Board may deem it necessary to issue special orders. Whether posted in elevators, lobbies or bulletin boards or distributed by building personnel, special orders require the same compliance as all other rules and are subject to the same enforcement.

V. Enforcement Protocol:

A. General

1. In the spirit of living in harmony, Residents should attempt to resolve problems among themselves where it is reasonable to do so. Ideally, the enforcement protocol should only be necessary in the rare instance where a Resident persists in undesirable behavior despite another Resident's attempts at resolution.
2. If an incident requires additional intervention, and if it is possible and appropriate to do so, the Courtesy Officer should be notified immediately so the Courtesy Officer can witness the offending action and the offending party identified.
3. The Courtesy Officer and staff members are required to immediately report any suspected illegal activity, suspected violations of these House Rules or hazardous situations to the proper authority (police, fire department, SPCA, etc.).
4. The enforcement protocol is a suggested staging of response, but stages may be skipped by the Manager and/or the Board depending on the nature of the offense or an uncooperative response from the offending party.
5. All enforcement decisions by the Manager or the Board are appealable to the Board within 10 days of delivery of notice of a decision. All appeals shall be in writing and delivered to the Manager or a Courtesy Officer.
6. Assessments for Common Expenses, Non-Proportionate Assessments, Special Assessments and Emergency Assessments shall be assessed, payable, pursued and collected by the Board in the manner prescribed Article XII, Section 9 of the By- Laws.

B. Incident Reporting

1. The enforcement protocol is initiated by an Incident Report Form (see Addendum "C"). The form creates a paper trail of the complaint and follow-up. The

form can be obtained in the lobby or from the website at:

2. The Incident Report Form may be filled out by a Resident, Unit Owner, Courtesy Officer, staff member or the Manager. Anyone who wishes to make a complaint is strongly encouraged to fill out the Incident Report Form himself or herself.
3. The incident may be a complaint regarding a rule infraction, security issue, or Unit damage (such as caused by leaking water) that is the responsibility of another Resident or Unit Owner, or any other infringement that requires follow-up by Management.
4. Incident Report Forms may be given to the Courtesy Officer or deposited directly in the Management office door slot. The complainant may request a copy of the form from the Manager.
5. In the event of a rule infraction, the Courtesy Officer will attempt, if possible, to address the complaint by immediately contacting the offending party. The Courtesy Officer logs his observations of the offending behavior, his actions to resolve the complaint, and files the form. The form is to be reviewed by the Manager within the next business day.
6. As described in the Incident Report Form, a Resident may elect to file a form “confidentially” if they wish, in which case their identity will be protected by the Manager.

C. Enforcement

1. First Infringement—Remediation
The Manager contacts the offending party to:
 - a. inform them of the specific infringement,
 - b. attempt to reach a resolution,
 - c. provide a copy of the complete Cotton Mill House Rules.
2. Second Infringement—Warning
The Manager issues a specific written warning to the offending party. This describes the action or problem, any corrective action to be taken, and any timeline for correction if applicable.
3. Third Infringement—Penalties
 - a. The Manager will levy a Penalty for a third infraction and any additional infractions, and will inform the Board.
 - b. Penalties start at \$75.00, and escalate in \$100.00 increments. Any cleaning or damage costs incurred for the maintenance of Common Elements will also be billed to the offending party and his/her Unit Owner. Collection of Penalties or other charges will proceed in the same manner as collection of Assessments of Common Expenses (See Article V, Section 10 of the By-Laws). Unit Owners are jointly responsible for the payment of Penalties or other costs assessed against their tenants and/or lessees.
4. The Board determines any subsequent response, which may ultimately include legal action. Residents and Unit Owners of Units inhabited by Residents are jointly responsible for the payment of Penalties imposed under this section, and, should, in the judgment of the Board, legal action become necessary for the collection of Penalties or other charges imposed hereunder, Residents and their Unit Owners are jointly responsible for all attorneys fees, costs and legal expensed expended by the

Board. Residents and Unit fines imposed in accordance with this section.

5. The original complainant may request updates from the Manager on the status of follow-up.

VI. Assessments for Common Expenses (Condo dues), Non-Proportionate Assessments, Emergency Assessments and Special Assessments:

Delinquent Assessments for Common Expenses, Non-Proportionate Assessments, Emergency Assessments and Special Assessments shall be collected and pursued by the Board in the manner prescribed by Article V, Section 10 of the By-Laws.

VIII. Sales and Leasing of Units Policy: A. Lease Guidelines

If you have a Unit that you lease to someone else there are guidelines you are required to follow. These guidelines are included in the Cotton Mill Declarations, Articles of Incorporation, By-Laws, and these House Rules, which can be found on the Association's website. Lease agreements must include the following statement:

“The rights of the tenant to use and occupy the Cotton Mill Condominium Unit shall be subject and subordinate in all respects to the provisions of the condominium documents (Declaration, Articles of Incorporation, By-Laws, and House Rules) and to such other rules and regulations as the Board of the Association may from time to time promulgate. Any failure by the tenant to comply with these provisions shall constitute a default under this lease. Every lease or sublease of a Unit is subject to the prior approval of the Association. No Unit within the Cotton Mill condominium shall be rented for a period less than three months without the consent of the Board. Within five working days of signing this lease, the lessee shall notify the Cotton Mill Property Manager that said lessee has leased a Unit in the Cotton Mill Condominiums.”

B. Lease Copy

The Unit Owner of the leased Unit must furnish a copy of the lease agreement to the Cotton Mill Management office within five working days of signing, along with copies of the **Census Form** (Addendum “A”) and **Notice of Intention to Sell/Lease a Condominium Unit** (Addendum “E”).

C. Lease Duration

Leases must for a period of not less than three months without the written consent of the Board. Thus, bed & breakfast type listings as well as weekend rentals are not permitted. Owners violating this rule will be assessed a Penalty of \$2,500 for each occurrence.

D. Lease Documents

The Unit Owner shall provide the Lessee with the Condominium Declaration, Articles of Incorporation, By-laws, and House Rules. The Association Budget and Insurance Certificate are also available. The above information is on the Association's website at: <http://www.thecontonmillneworleans.com/documents>.

Addendum A

**Cotton Mill Condominiums
CENSUS FORM**

Unit #: _____ Date: ___ / ___ / ___
Own Rent (If you rent, please attach a current copy of your lease)

Full Name of Owner(s): _____

Home Phone #: _____ Work #: _____
Cell Phone #: _____ May we text you for emergencies? yes no
Email Address: _____

Full Name of Renter (if applicable): _____

Home Phone #: _____ Work #: _____
Cell Phone #: _____ May we text you for emergencies? yes no
Email Address: _____

Homeowners Insurance Co: _____ Policy #: _____
Insurance Agent's Name: _____ Phone #: _____

Please list Name, Age and Sex of ALL THE OCCUPANTS OF YOUR UNIT:

Full Name	Age*	Sex	Phone #: (indicate cell or landline)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Pets: No Yes If yes, please fill out the Pet Registration Form.

IN CASE OF EMERGENCY, PLEASE LIST WHO SHOULD BE CONTACTED:

Name: _____ Phone: _____
Name: _____ Phone: _____

Please complete all the information on this census form. If any of the information should change during the year, please inform the Manager of the change. Thank you for your assistance in this matter. **Return to the management office mailbox.**

Signature of Person Completing Census Form Date

*** We do not need exact ages of Residents; rather please indicate only whether person listed is over 18 or under 18 years of age.**

**Addendum B-1
Cotton Mill Condominiums**

PET REGISTRATION FORM

Resident Name:	Name of pet:
Unit Number:	Type of animal: _____
Resident's Cell or Landline Phone: _____	<input type="checkbox"/> Resident Dog <input type="checkbox"/> Guest-Dog <i>(fill in appropriate section below)</i>
Email: _____	<input type="checkbox"/> Cat <input type="checkbox"/> Other:

<u>RESIDENT DOG REGISTRATION:</u>	COTTON MILL TAG NUMBER:
<input type="checkbox"/> Rabies vaccination: <i>registration must include proof of current vaccinations for rabies and current dog license.</i>	<p><i>Attach two photos of dog in this space, one of the face and one of the full body, and recent enough so the dog can be easily identified.</i></p>
<input type="checkbox"/> Spayed or Neutered Intact: <i>registration must include copy of Intact Permit from LA/SPCA if dog is over 6 months old. See note below.</i>	
Size/Weight:	
Breed, brief description, color, distinctive markings:	
<input type="checkbox"/> \$35 Registration fee	

I have read and understand the attached copy of the Cotton Mill Condominium Association's rules and related addenda regarding pets and I agree to comply. I have also included the required documentation and photos of my pet.

Signature of Dog Owner _____ Date _____

<u>GUEST DOG REGISTRATION:</u>	Dates of stay:	GUEST TAG NUMBER:
<p>The host Resident must certify that the dog has been properly vaccinated by signing below: I have read and understand the attached copy of the Cotton Mill Condominium Association's rules and related addenda regarding pets and I agree to comply. I also certify that my guest-dog is in compliance with the City Ordinance regarding vaccinations and intact permits.</p> <p>Signature of Host Resident _____ Date _____</p>		

LA/SPCA Rules for Intact Permit: Intact permits can only be purchased from Louisiana SPCA. The owner needs to bring in a picture of the dog and proof of vaccinations from a licensed Louisiana veterinarian. The dog also has to be microchipped (SPCA has the scanners to verify) and the microchip has to be registered to the person purchasing the permit. The LA/SPCA can also provide low-cost vaccination. Hours: Monday-Saturday 9am-5pm, and Sunday 12pm-5pm.

Fill out additional sheets for additional pets.
PLEASE RETURN ALL COMPLETED FORMS TO THE MANAGEMENT OFFICE

**FROM NOLA CODE OF ORDINANCES
CHAPTER 18 ANIMALS**

Article I. In General

Sec. 18-13. Soiling of public and private property by animals.

(a) If any public or private property is soiled or contaminated by an animal, whether such nuisance shall take place in the presence of the owner or keeper or not, or if the owner or the keeper is a minor, the parents or guardian thereof shall be deemed guilty of violating this section. This section shall not apply in a designated off-leash area or "dog park" in which the owner or keeper, or parents or guardian thereof, shall abide by the regulations imposed by the management of such area which shall include, but not be limited to, immediate cleanup and proper disposal of animal waste by the owner or keeper, or parent or guardian thereof.

Article IV. Rabies Control

Sec. 18-168. Dogs and cats to be vaccinated.

The owner or keeper of every dog or cat between three and four months old shall, at his expense, have such dog or cat vaccinated by a Louisiana licensed veterinarian with rabies vaccine. Twelve months later, the animal shall be revaccinated. Thereafter, such dog or cat shall be revaccinated every 36 months by a licensed Louisiana veterinarian, under rules and regulations to be prescribed by the director. The veterinarian must provide to the owner the date when the dog or cat must be revaccinated.

Division 4. Potentially Dangerous, Dangerous or Vicious Dogs

Sec. 18-291. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Minor injury means any physical injury stemming from a bite that results in a superficial wound as a scratch, laceration, bruise, or minor tissue swelling; a wound that does not require hospitalization, sutures or urgent medical treatment; or significant damage to any item closely connected to the victim's body, such as clothing or an item that is held in their hand.

Moderate injury means any physical injury that results in a puncture wound or deep laceration requiring sutures, but that does not result in temporary or permanent disfigurement, permanent pain, or risk of death.

Provocation means the act of exciting, stimulating, irritating, enraging or arousing a dog to the point of aggression. This includes, but is not limited to, biting or approaching the dog in a menacing fashion. An unauthorized intruder or a wild or domestic animal shall be deemed to have provoked a dog by the act of entering the owner's apartment, house, business, or enclosed premises not normally accessible to the public.

Severe injury means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery. Severe injury to persons includes any of the following:

- (1) A physical condition serious enough to require hospitalization or prolonged treatment;
- (2) Physical harm involving a substantial risk of death;
- (3) Physical harm involving partial permanent incapacity or total permanent incapacity;
- (4) Physical harm causing permanent disfigurement or temporary serious disfigurement;
- (5) Physical harm causing acute pain lasting long enough to result in substantial suffering or causing any degree of prolonged or incurable pain; or
- (6) Moderate injury over more than one part of the body.

Sec. 18-292. Determination of potentially dangerous or dangerous characteristics.

(a) A dog may be deemed "potentially dangerous" if it commits any of the following acts when unprovoked:

- (1) The dog bites a human being, except an unauthorized intruder, resulting in a minor or moderate injury;
- (2) The dog bites a domestic animal resulting in moderate injury; or
- (3) The dog chases or approaches a person upon the streets, sidewalks, or public grounds in a terrorizing or menacing fashion or apparent attitude of attack.

The designation of "potentially dangerous" shall expire 36 months after the classification if the dog has not committed any of the above-listed acts during that time.

- (b) A dog may be deemed "dangerous" if it commits any of the following acts when unprovoked:
 - (1) The dog bites a human being, except an unauthorized intruder, resulting in a moderate or severe injury; or
 - (2) The dog causes severe injury to any domestic animal.
- (c) A dog shall be deemed "dangerous" if it commits any of the following acts when unprovoked:
 - (1) The dog kills any domestic animal; or
 - (2) The dog is already classified as "potentially dangerous" and commits any of the acts enumerated in section 18-292(a).

Sec. 18-295. Provocation.

The provisions of this division shall not apply to any dog which was provoked.

Sec. 18-296. Proper handling of a potentially dangerous dog.

- (a) A potentially dangerous dog must be under the supervision and control of an owner over 16 years old when off of the owner's property.
- (b) The dog can only be walked with a secure collar and a leash not to exceed six feet in length. The dog may not be taken to any public or private dog parks.
- (c) Based on the size and behavior of the dog, the owner may be required to muzzle the dog when it is on public property or those areas of private property that are unfenced and normally accessible to the public. The muzzle shall not injure the dog nor interfere with its vision or respiration.
- (d) The dog must be spayed or neutered and micro-chipped, at the owner's expense, prior to being returned to the owner unless it is certified as unfit for surgery with documentation provided by a Louisiana licensed veterinarian with a specific diagnosis.
- (e) The dog must be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and must successfully complete training and any other treatment deemed necessary at the owners expense.

Division 5. Spaying and Neutering of Dogs

Sec. 18-305. Definitions.

- (a) *Intact* is defined as an animal that has not been surgically spayed or neutered by a licensed veterinarian.
- (b) *Violation* is defined as each separate instance when the owner or keeper (as defined in section 18-1) is cited for being in violation of any part of the provisions of this division.

Sec. 18-306. Spaying and neutering requirements.

Owner or keepers must spay or neuter all dogs over six months old. Owner or keeper may obtain an intact dog permit if the owner or keeper intends to keep the animal intact. Proof of spay/neuter or of intact dog permit must be provided by the owner or keeper when requested by the society.

Sec. 18-307. Exceptions.

No person may own, keep, or harbor any dog within the city that has not been spayed or neutered unless:

- (a) The dog is under six months of age;
- (b) A licensed veterinarian certifies that the dog should not be spayed or neutered for a specific reason. The certificate must list the veterinarian's license number and the date by which the dog can be spayed or neutered. Within 30 days of the effective date of this division, or within 30 days of taking possession or ownership of an intact dog, the owner or keeper must submit written documentation which can be verified by the agency and the owner or keeper must apply for and obtain an intact dog permit.
- (c) The dog has been present in the city for less than 30 days;
- (d) The owner or keeper has obtained, or has submitted, an application for an intact dog permit in accordance with the provisions of this chapter;
- (e) The dog is used by a government or law enforcement agency or an agent thereof for government, search and rescue, law enforcement, or other government purposes.

PLEASE RETURN ALL COMPLETED FORMS TO THE MANAGEMENT OFFICE

Addendum C

**Cotton Mill Condominiums
INCIDENT REPORT FORM**

This form is intended to initiate a paper trail of an infringement of rules or responsibilities by a Resident of the Cotton Mill, and all the attempts to resolve the situation. Please fill out the form as completely as possible, providing as much information as you can. If you wish your name to be held in confidence by the Cotton Mill Manager please check the box below.

Report submitted by: _____

Unit Number (or other identification): _____

Contact Information (phone and/or email): _____

Name any other witnesses to the event: _____

I wish have the above information held in confidence by the Cotton Mill Manager.

Date of Incident/Infringement: _____

Approx. Time: _____

Name of offending party (if known): _____

Unit #: _____

Dog Tag #: _____

Describe the incident/infringement as completely as possible (*attach additional sheets if necessary*):

Including photographs or other substantiation is helpful, if possible.

TO BE COMPLETED BY THE COURTESY OFFICER (*attach additional sheets if necessary*):

Name of Courtesy Officer: _____

Date Report was filed: _____ Time: _____

Describe your observations of the infringement, any actions taken to resolve the complaint, and the response of the offending party (*attach additional sheets if necessary*):

Addendum D

**Cotton Mill Condominiums
SALES / LEASE AGENT INFORMATION COVER LETTER**

Date:

Re: Cotton Mill Condominiums

To Whom It May Concern:

Attached please find a Sales / Lease Packet to be completed by the Seller and Prospective Buyer. This information along with the executed sales / lease contract should be returned to the Cotton Mill Condominium Management Office. Please note: All lease agreements must include the following statement:

“The rights of the tenant to use and occupy the Cotton Mill Condominium Unit shall be subject and subordinate in all respects to the provisions of the condominium documents (Declaration, Articles of Incorporation, By-Laws, and House Rules) and to such other rules and regulations as the Board of the Association may form time to time promulgate. Any failure by the tenant to comply with these provisions shall constitute a default under this lease. No Unit within the Cotton Mill condominium shall be rented for a period less than three months without the consent of the Board. Within 24 hours of signing this lease, the lessee shall notify the Cotton Mill Property Manager that said lessee has leased a Unit in the Cotton Mill Condominiums.”

Due to an enormous amount of telephone calls and requests for the same material from both parties involved (i.e. Seller and Buyer), we are only corresponding with the seller's representative. It is the responsibility of the seller and their representatives to provide the buyer with the necessary information for closing.

The Seller should provide the Buyer with the Condominium Declaration, Articles of Incorporation, By-laws, and the House Rules. The Association Budget and Insurance Certificate are also available. The above information is on the Association's website or is available from the Management Office for a fee of \$50.00.

Sincerely,

Property Manager
Cotton Mill Condominiums

Addendum E

Cotton Mill Condominiums

NOTICE OF INTENTION TO SELL / LEASE A CONDOMINIUM UNIT

This notice is to be completed and submitted to the Board of Directors via the Management Office.

To: The Board of Directors of Cotton Mill Condominiums

Date: _____ From: _____ Unit: _____

Unit Owner(s)

1. NOTICE OF INTENTION TO SELL / LEASE UNIT.

In accordance with the regulations under the Declarations and By-laws of Condominium Ownership and the Rules and Regulations adopted by the Board of Directors of the Cotton Mill Condominium Association, I (we) hereby submit this Notice of Intention to Sell or Lease the above described Unit to the party or parties (and only those parties) named in Section 2 below, and upon the terms specified in the Section. The tender and receipt by the Board of this Notice and the executed copy of the sales contract or lease and In Incoming Resident Information Sheet shall constitute valid notice to my (our) intention to sell/lease the above Unit.

Further, I (we) understand that we are responsible for gathering the information needed by persons interested in purchasing or leasing the Unit and therefore agree that I (we) or my (our) agent(s) will be the only persons authorized to contact the Management Office for such information.

I (we) understand that by submission of the fully executed notice, I (we) hereby agree to hold harmless the aforementioned Condominium Association and its Managing Agent, officers, directors, staff and employees for the release of any information requested by me (us) or my (our) agent(s)

2. SUMMARY OF TERMS OF SALE / LEASE (CIRCLE ONE)

If Known:

Name of Purchaser(s) / Lessee(s) _____
Current Address _____
City, State, Zip _____
Home Phone _____ Work Phone _____
Term of Sale / Lease _____

I (we), the Unit Owner(s) of Unit # _____ affirm my (our) understanding of the agreement with provisions set forth in Section above and certify the correctness of the information supplied in Section 2.

Signed _____

Dated _____

Signed _____

Dated _____

Addendum F

**Cotton Mill Condominiums
STANDARD RENOVATION CONTRACT**

AGREEMENT made as of this _____ day of _____, by and between Cotton Mill Condominium Association, a Louisiana not-for-profit corporation (hereinafter referred to as the "Association") and _____ of Unit _____, New Orleans, La (hereinafter referred to as the "Owner").

RECITALS

1. OWNER is the owner of Unit(s) and
2. OWNER desires to make certain additions, alterations to, and removal of, certain of the Common Elements (including Limited Common Elements) described in the Declaration.
3. The project requires that the written consent of the Board of Directors (the "Board") be obtained as a condition to alterations requiring construction in, alteration to, or removal of any part or portion of the Common Elements described therein.
4. The Declaration requires that the written consent of the Board of Directors (the "Board") be obtained as a condition to alterations requiring construction in, alteration to, or removal of any part or portion of the Common Elements described therein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth therein, the BOARD (on behalf of the Association) and OWNER agree as follows:

1. **CONSENT OF BOARD.** The BOARD hereby consents to the Project subject to the terms and conditions hereinafter set forth.
2. **COMPLIANCE WITH LAWS.** All work constituting the project shall be performed in strict compliance with all applicable laws, ordinances, rules and regulations of federal, state, county and municipal governments or agencies now in force or that may be enacted hereafter during construction, and with the directions, rules and regulations of the fire inspectors, health officers, building inspectors or to the offices of every governmental body or agency now having or hereafter during construction acquiring jurisdiction thereof and in conformity with any directives from any insurance underwriters or representatives thereof as may be required by reason of the ASSOCIATION'S INSURANCE COVERAGE ON THE BUILDING.
3. **BUILDING AND OTHER PERMITS.** Notwithstanding anything in OWNER'S agreements with his/her contractors to the contrary, the OWNER shall be responsible for obtaining such building permits, licenses and permissions as may be required by any public authority having jurisdiction over the project and shall furnish copies thereof to the BOARD prior to the commencement of any construction.
4. **RELOCATION OF UTILITY SERVICES AND TELEVISION OUTLETS.** The OWNER agrees that any and all work of construction with respect to the removal of, addition to, or relocation of existing equipment and facilities, (including but without limiting the items included in the definition of equipment and facilities plumbing, heating, electrical and air conditioning lines, wires and apparatus) television antenna outlets and conduits shall be completed by or under the supervision of such contractors, companies and personnel as may, from time to time, be employed to maintain such equipment, facilities and television master antenna system servicing the property and OWNER shall bear all costs and expenses in connection therewith.

5. SUPERVISION BY BOARDS ARCHITECT/ENGINEER. During construction, the ASSOCIATION'S Architect/Engineer and authorized representatives shall have the right to make periodic inspections of the construction work to determine whether such work is in accordance with the requirements of this Agreement. The OWNER agrees, at his expense, to cause to be corrected any work that deviates from such requirements. Failure of such representatives to observe any items of non-compliance shall not operate as a waiver of OWNER'S obligations hereunder.

6. ARCHITECT'S/ENGINEER'S FEES OTHER EXPENSES. The OWNER agrees to promptly reimburse the ASSOCIATION, upon demand by the BOARD, for the fees charged by the ASSOCIATION'S Architect/Engineer in connection with the services performed in accordance with the remodeling procedures including review, inspection and, if applicable, preparation of new condominium survey and recordation of a plat thereof with the Cook County Recorder. The OWNER also agrees to pay all legal fees, recording charges and all other reasonable expenses incurred by the ASSOCIATION as a result of the PROJECT.

7. MECHANIC'S LIEN. The OWNER shall not create, suffer, or permit to be created or to be filed against any portions of the property other than owner's Unit(s) any lien for labor done, or materials and services furnished in connection with the project, and agrees to indemnify, defend, and hold harmless the BOARD and ASSOCIATION from and against any and all claims, costs, charges, disputes, expenses, encumbrances or liens arising out of the project, other than those which arise out of the Association's negligence.

8. WAIVER OF LIEN. All contracts let by the OWNER or by any general contractor employed by the OWNER, for labor done or materials and services furnished in connection with the PROJECT shall contain an agreement by the contractor, subcontractor and the material men that the labor done or materials and services furnished in connection with the PROJECT shall not create or give rise to any lien against any part or portion of UNITS (other than OWNER'S Unit[s]) in the building or Common Elements described in the Declaration.

9. INSURANCE. At all times during construction, the OWNER shall maintain, or cause to be maintained, a policy of comprehensive general liability and property damage insurance naming the ASSOCIATION and the BOARD as additional insured in work and the PROJECT. Before any work may commence, OWNER shall deliver to BOARD copies of certificates of insurance for the PROJECT in the above stated amounts.

10. HOLD HARMLESS. The OWNER agrees to hold harmless and indemnify THE BOARD, THE ASSOCIATION, AND THE REVIEWING ARCHITECT/ENGINEER from any and all claims, costs, charges, disputes, judgments, damages, expenses (including reasonable attorney's fees) whatsoever related to, or arising out of, the PROJECT.

11. This Agreement shall be binding upon and shall insure to the benefit of the heirs, personal representatives, administrators, and successors and assigns of the parties hereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

OWNER _____

ASSOCIATION: Cotton Mill Condominiums
by _____

Addendum G

Cotton Mill Condominiums RENOVATION GUIDELINES FOR REVIEWING ARCHITECT AND ENGINEER

The guidelines listed below should be included in the Reviewing Architect/Engineer's examination; however, it is expected that the Reviewing Architect/Engineer will use his/her judgment to identify items not listed which should be brought to the Board's attention.

- Identify all alterations to the Common Elements designated, described and specified.
- Review the proposed alterations for changes in the function, aesthetics, or flow of Common Elements.
- Review proposed electrical installations to determine if they exceed the designated amperage load rating of the wiring.
- Specify if proposed wiring, piping or ducting will be the same or exceed that used in the original building construction.
- Check if the consumption of hot or cold water will be affected.
- Determine whether the master antenna/cable lines will be affected, modified or altered.
- Determine whether the proposed alteration will require any penetration of the concrete.
- Check to see if it will be necessary to shut off water in the entire tier.
- Review plumbing fixture manufacturer specifications for compliance with building's plumbing system.
- Be aware of the heat/air-conditioning Unit covers that might impair accessibility.
- Review provisions to verify that bathroom clean-outs to be accessible.
- Verify that there will be no trenching of the structural ceilings, walls, and floors

Addendum H

CONTRACTOR & SUBCONTRACTOR(S) WORK RULES FORM

All contractors and all subcontractors working in the building must show proof of proper license, liability insurance, and workmen's compensation insurance to the Cotton Mill Management Office before commencing any work. That is a requirement of the Fire Marshall and our insurance carrier.

In addition:

- 1) Contractors and all subcontractors must sign in and out at the front desk each day. They will be provided with an access badge to the property. Failure to sign in and out each day will result in being barred from working in the Cotton Mill (CM) buildings. The Main Lobby Entrance is to be use when construction personnel enter and leave the CM.
- 2) We have two service entrances for loading and unloading only. Contractors cannot leave their vehicles in that area. Due to the amount of deliveries and moves, parking in the loading zones is **STRICTLY PROHIBITED**, other than for 15 minutes for loading or unloading. Their vehicle will be towed away for violation if they choose to leave it unattended in the loading area.
- 3) All construction and delivery personnel must use the CM Management designated service entrance and elevator at all times. If needed, elevator pads are available. All deliveries and loading/unloading of tools, supplies, parts, etc. will be done in the loading dock area. The loading dock door must remain closed and locked at all times, except during deliveries or loading/unloading of equipment and supplies. All deliveries must check in at the front desk. Anyone found blocking open entry doors or leaving the loading dock door up for extended periods will be barred from working in the CM.
- 4) Contractors must remove any materials from the premises. No construction materials can be placed in the garbage chute or in the dumpsters at any time. If we find that materials are placed in the garbage chutes or the dumpsters, the Unit Owner will be fined \$250 and the Contractor will not be allowed to do additional work in the building.
- 5) All work and materials must be kept inside the Unit being worked on, unless, in advance, other arrangements are made with CM Management.
- 6) Workmen may not work in the corridors or any other Common Areas of the building without prior approval of Management.
- 7) No work may be done on plumbing, electrical, gas, HVAC, or fire protection systems without notifying the CM maintenance personnel on duty the day work is to start.
- 8) All contractors or subcontractors working with open flame, heat sources, or flammable materials must have the appropriate fire extinguisher on the job site at all times during work.
- 9) Contractors must clean after themselves at least daily (such as in hallway and service elevator areas). Daily removal of construction debris from the job site is required. The Unit Owner will be billed for cleaning services, if necessary.

Addendum H – Page 2 of 2

10) Contractors certify that they and their subcontractors are in compliance with applicable laws, ordinances, licenses, and regulations sufficient to perform the work required.

11) Permitted Contractor Construction Schedule

Monday – Friday 8:00 AM – 5:00 PM

Saturday 9:00 AM – 5:00 PM (with prior Management approval)

Sunday & Holidays No work permitted

All construction personnel arrivals and departures and construction deliveries are to occur during the above listed hours.

12) If needed, provisions must be made outside and/or inside the Unit to prevent damage to corridor carpeting and walls. Drop cloths and/or plywood sheets are to be laid over the entire traffic area in the hallway when work is being performed inside a Unit so that workmen will not track debris onto the corridor carpeting or damage the walls. Keep the Unit door closed to avoid excessive dirt, debris, and dust from entering the corridor.

13) If needed, when heavy materials are transported by cart into a Unit, protective boards are to be laid down the length of all the corridors including corridors from the elevator.

14) To prevent construction dust from entering other Units, kitchen and bathroom vents are to be sealed while construction dust is present.

15) Nothing is to be transported up to a Unit on the exterior of the building, without prior Management approval.

16) Structural members of floors, ceilings, or walls cannot be trenched under any circumstances without prior CM Board approval. There are no exceptions.

17) Smoking is not permitted in any Common Area, except outside. Violation of this rule will result in the Contractor being barred from working in the building.

18) During any construction, Management has the obligation and right to make inspections and to stop work when the work is deemed unsafe, substandard, or for non-compliance with CM rules. Management will inspect the work at least once daily. If the work is not found in compliance with the approved scope of work, the work is deemed unsafe or substandard, or the work is not in compliance with the CM rules an immediate written stop work order will be issued to the Unit Owner, Contractor, and any Subcontractors on the job site. The stop work order must be obeyed immediately. Until the stop work order is lifted in writing by the Manager no further project work is permitted.

19) Contractor and all Subcontractor(s) agree and accept these RULES on this FORM and denote such by signing this FORM. The CM front desk has this FORM available. Before any work starts a signed copy of this FORM must be on file in the CM Management Office.

COMPANY NAME

COMPANY REPRESENTATIVE/TITLE

DATE