

RULES AND REGULATIONS
FOR
VILLE ST. JOHN CONDOMINIUMS

EXHIBIT "D"

RULES AND REGULATIONS
FOR
VILLE ST. JOHN CONDOMINIUMS

1. No part of the Condominium Property shall be used for any purpose except housing and the common recreational purposes for which the Condominium Property was designed. Each Unit shall generally be used as a residence for a single-family, its servants and guests. No portion or all of any Unit may be used as a professional office whether or not accessory to a residential use, except with the express written consent of all the Unit Owners and the Board of Directors of the Association. Any unit now having a non-conforming use designation as classified by the City of New Orleans may continue such use until such time as the City of New Orleans shall determine the non-conforming use is no longer applicable.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board of Directors except as herein or in the By-Laws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Condominium Declaration.

3. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on that portion of the Condominium property insured by the Association, without the prior written consent of the Board of Directors of the Association. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of any such insurance, or which would be in violation of any law. No waste shall be permitted in the Common Elements except where provision is made.

4. No noxious or offensive activity shall be carried on in any unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently which may become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in his individual Units by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

5. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of any Unit or which would structurally change any of the Units.

* 6. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

7. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property except as is otherwise set forth in the Condominium Declaration or with the consent of all the Unit Owners and the Board of Directors of the Association nor shall any Unit be used or rented for transient, hotel or hotel purposes. The right is reserved by the Developer and the Board of Directors of its agent, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot by two feet. (1' x 2').

MEMORANDUM FOR THE BOARD OF DIRECTORS
DATE: 10/10/88
BY: J. JOHN CONDOMINIUMS

8. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Directors.

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

10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

11. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

12. Any Unit Owner wishing to plant flowers, trees or shrubs within the Common Elements must obtain written permission from the Board of Directors before doing so.

* 13. Complaints regarding the management of the Common Elements or regarding actions of other Unit Owners shall be made in writing to the Board of Directors.

VILLE ST. JOHN CONDOMINIUMS
HONEYCOMB, INC., MANAGING AGENT
3901 TOULOUSE STREET
NEW ORLEANS, LA 70119

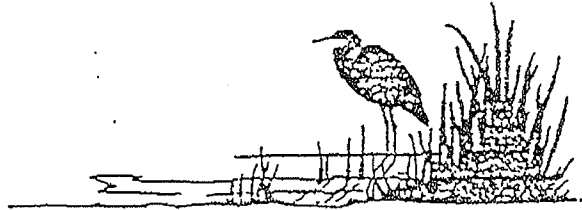
Ville St. John

Owners' Association, Inc.

Exclusively Managed By Honeycomb, Inc.

3901 Toulouse St. New Orleans, La. 70119

504-486-9606 (voice) 504-486-3168 (fax)



"A CONDOMINIUM COMMUNITY"

Section 14 PARKING RULES (as amended by Board of Directors)

* 1. VISITOR PARKING

- a) Only visitors may use the visitor parking areas.
- b) The two visitor spaces may be used for periods of three hours maximum in a 24 hour period. Any vehicle using either or both spaces for longer than 3 hours within a 24 hour period will be in violation of this subsection.
- ✓ c) No owner nor resident may use a visitor space at any time.
- d) Service vehicles are considered visiting vehicles.
- e) Violators are subject to the penalties in Part 5 Stickers, Towing, Impoundment.

2. VEHICLE REGISTRATION

- a) All residents and owners are requested to register vehicles that are expected to be parked and are in fact parked within the reserved space for each condominium unit as marked and assigned by the Board of Directors and condo documents.
- b) Registration will assist the Managing Agent who will provide standard forms to all owners, residents and property managers.

* 3. RESERVED PARKING

- a) Upon the verbal or written complaint of the owner of record or the resident of record or agent representing the owner of record who has had a specific reserved parking unit assigned to his/her use, the Managing Agent of the Ville St. John Owners' Association, Inc. is authorized to have the vehicle occupying the reserved space stickered, towed and impounded at the full expense of the vehicle's driver and/or owner. See Part 5 Stickers, Towing, Impoundment.

1. SAFETY, SPEEDING, LOITERING, REFUSE

- a) The speed limit in the parking areas and driveway is 5 mph. No vehicle shall exceed this speed at any time.
- b) The driver's of vehicles exceeding the speed limit shall subject themselves to revocation of parking privileges if cited for any speeding offenses by the Managing Agent of the Ville St. John Owners' Association, Inc.
- c) No persons may loiter or remain in the parking lot for any extended period of time *except* for the purpose of normal ingress and egress from a lawfully parked vehicle or the loading and unloading of a lawfully parked vehicle. Extended period means longer than five minutes. Such violators will be arrested and prosecuted as trespassers if they are not the residents of record nor the owner of record.
- x*d) No person shall cause debris, trash, refuse, oil, dirt or other items of waste to be deposited in the parking areas, gardens, bushes, patios or fencing at any time. Specifically, the cleaning of vehicles by depositing cigarette butts in these areas is prohibited. Also, the depositing of vehicle fluids upon the common elements is prohibited.

2. STICKERING, TOWING, IMPOUNDMENT

- a) Violators of this Section 14 will be *stickered, towed and/or impounded* by the authorized towing company.
- b) The Managing Agent of the Ville St. John Owners' Association, Inc. is authorized to sticker, tow and impound vehicles violating this subsection.
- x*c) No advance nor additional notice is required to enforce the provisions of this subsection. The signs posted, the recording of these rules in the parish archives and the promulgation of this subsection shall be considered sufficient notice to the public at large, the residents at Ville St. John and Owners.
- d) The retrieval fee shall be at least \$75 and shall be paid in advance by violators to retrieve their towed and impounded vehicle. In addition to the \$75.00 minimum fee, violators shall pay such additional charges that may accrue after their vehicle has been impounded more than 24 hours including, but not limited to storage fees, administrative fees and attorney fees.
- e) Owners are responsible for the acts and misdeeds of their tenants, invitees, guests, servants or residents.
- f) Residents are responsible for the acts and misdeeds of their tenants, invitees, guests or servants.

6. APPEAL TO THE BOARD OF DIRECTORS

- a) Any owner of record or resident of record may request a hearing before the Board of Directors regarding enforcement of any portion of the PARKING RULES section.
- b) Unless said appeal of action taken is made within 10 days of the enforcement action, such right of appeal will have proscribed and the violators right of appeal will be considered waived.
- c) At a hearing appealing the enforcement action, the violator shall have the right to have legal counsel present. In addition, the violator may produce witnesses or other evidence to support the case of the violator. The Board of Directors will consider all evidence in order to sustain the enforcement action, vacate the enforcement action or modify the enforcement action. Notice of the Board's decision will be sent to the violator and/or the owner of record involved.
- d) Non-residents and non-owners do not have a right of appeal to the Board of Directors. Only registered residents of record and owners of record may appeal enforcement actions.
- e) Decisions of the Board of Directors are final.

October 20, 1994

Over

15. POOL/HOT TUB/PATIO RULES:

- (a) The pool/hot tub/patio areas are for the use and enjoyment of residents and their guests.
 - * (b) Residents MUST physically accompany their guests who are using the pool/hot tub/patio areas.
 - * (c) Residents may not have more than three (3) guests utilizing the facilities in the pool/hot tub/patio areas unless prior written approval has been obtained from the Board of Directors.
 - * (d) Children (persons under age 16) must never be in the pool-hot tub-patio areas without the physical presence and supervision of an adult resident (persons 18 and older) who agrees to be responsible for that child.
 - (e) Appropriate attire is required when using the pool-hot tub patio facilities.
 - (f) The pool is shallow. Diving into the pool is prohibited.
 - (g) Residents and their guests must adhere to and obey the posted signs and directions in the pool-hot tub-patio areas, as authorized by the Board of Directors.
 - * (h) Trash, debris & refuse must be disposed of properly. Please do not overfill trash containers. Bulk items must be placed in the dumpster. Food items that might create foul smells and attract flies-insects must be placed in the dumpster.
 - (i) Residents are to keep the gates to the pool-hot tub-patio areas locked & closed at all times EXCEPT the Sales/Leasing office may keep the gate closest to the building open & unlocked during times of operation.
 - (j) There is no lifeguard on duty. Residents and their guests swim at their own risk.
 - (k) Pets are not allowed in the pool-hot tub-patio areas.
 - (l) Smoking is not permitted in the hot tub.
 - (m) Intoxicated persons are not permitted in the pool-hot tub patio areas.
16. Residents and their guests are to keep all stairwell doors closed and shut after passing thru same. This is a matter of fire safety.

17. RESIDENT STATUS INFORMATION:

- * (a) Every owner shall file an initial resident status report (see form provided by the Manager), indicating the STATUS of their condominium unit within 10 days of purchase of said condominium unit. Such report shall indicate whether the unit is VACANT, OWNER OCCUPIED or TENANT OCCUPIED. Said report shall indicate the name, mailing address & phone numbers of the owner, the manager of the unit and tenant in the condominium unit (if leased). If leased, a copy of the lease must accompany the initial report.
- (b) After filing the initial report, the owner of a condominium unit must report any NEW information, CHANGES in information, ADDENDUMS or AMENDMENTS to leases (if leased) or NEW tenants (with all relevant information; see form provided by Manager) within 5 days to the Manager of the Ville St. John Condominiums. Copies of any leases or relevant documents must be attached to this report.

18. ACCESS TO EACH CONDOMINIUM UNIT:

- ✓ (a) The Board of Directors, the Manager & their agents require routine access to certain areas and every unit each month. Also, access is required under emergent circumstances.
- (b) Each month the pest control service must service every condominium unit in the building. The Manager will notify you in advance of this date. We ask that you arrange to have someone at your unit to let the pest control service & Manager in OR arrange access by key. Contact the Manager regarding "key access".
- (c) Twice monthly the light bulbs on the front balcony must be serviced. The Manager will contact the residents in #201 & #202 for access.
- (d) Questions concerning access should be directed to the Manager.
- (e) Matters between a tenant and their landlord concerning access should NOT be directed to the Manager of Ville St. John Condominiums.

VILLE ST. JOHN CONDOMINIUMS
 HONEYCOMB, INC., MANAGING AGENT
 630 N. CARROLLTON AVENUE
 NEW ORLEANS, LA 70119

8102