

**RULES AND REGULATIONS FOR  
EMERALD OAKS CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the "Condominium Declaration of Emerald Oaks Condominium," (the Article VIII, Section "O," filed of record on March 3, 2005, bearing Instrument No. 1480473 of the official records of St. Tammany Parish, Louisiana ("the Declaration"), and the By-Laws of Emerald Oaks Condominium Association, Inc. ("the Association"), the Board of Directors hereby establish Rules and Regulations, effective September 30, 2009, which apply to the Property, Common Areas, and all roadways of Emerald Oaks. These Rules and Regulations are supplementary to and complement those already provided for in the Declarations. In the event of any conflict between the terms of these Rules and Regulations and those of the Declaration, it is the intention of the Board of Directors that the more expansive and/or restrictive term or rule shall apply.

Accordingly, the following Rules and Regulations are hereby established:

- A. All units are for single family residential purposes only. No business can be run out of any unit.
- B. *The common ground is for the use of all homeowners. This includes, but not is not limited to the swimming pool area, streets, bayou area and the area in the front of the subdivision.* The area behind the fences are considered servitude and for the use of utility companies.
- C. The limited common area is for the use of each homeowner and subject to the rules, restrictions, and limitations set forth in the Declaration and these Rules and Regulations. *Limited common area is defined as your yard within the fence and in front of the house to the street.* This area may be accessed by another person for the use and maintenance of any servitude or for purposes of landscaping and lawn maintenance.
  - 1.) The limited common area between two units is for the use of those units. Each unit has a fenced side with no access to the rear yard and a gate side that is their only access to the rear yard. The unit with the gate side shall have access to that side with no obstructions in order to have full access to their rear yard. (Obstructions could be; but are not limited to: fencing, chain wall, planting, bricks, or any other items limiting full access between the units.)
- D. No owner may place any buildings, sheds, structures, satellite dishes, landscaping or any other construction or object in the common elements, including the limited common element for each unit, without prior approval from the architectural committee.
  - 1.) A unit owner may undertake landscaping at his or her expense in the limited common element for his respective unit: (see C.1.) however, The Association reserves the right to require modifications or the removal of any landscaping (at the unit owner's expense) if the landscaping is not well maintained, nor

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appropriate for the property, or is not aesthetically pleasing. A unit owner's landscaping in a limited common area should not hinder easy access to another unit owner's gate area or interfere with drainage between the units.

- E. No nuisances shall be allowed on the condominium property nor shall any use or practice be allowed which is a source of annoyance to its owners or which interferes with peaceful possession or proper use of the condominium property by its owners. This includes, but is not limited to loud music, barking dogs, loud or annoying noises, etc.
- F. A homeowner shall not do anything that would jeopardize the soundness or safety of the condominium property, reduce its value or impair any servitude in its favor. All improvements must be approved by the architectural committee before initiating. This includes but not limited to changing the color of your unit, changing windows or doors, patio covers or any other outside changes you wish to make.

No driveways may be widened by any method!

Failure to get prior approval may result in fines or other actions.

- G. Each unit shall have a maximum of (3) parking spaces available, consisting of one parking space inside the garage and two parking spaces in the driveway of the unit. No vehicle shall be parked or stored on the street or street right of way, common areas, or limited common areas (this includes lawns or grass), excluding driveways.

**Parking for Guests** is on one side of the pool parking area. These sites are labeled "VISITOR"

**Parking infractions are subject to the following penalties set forth by the Board:**

1. **First and second occurrence: a written notice will be placed on the vehicle in violation.** If the offense is caused by a renter, the owner will also receive a copy of the written warning.
  2. **Third occurrence: The homeowner will be assessed a \$50.00 fine added to their quarterly statement.**
- H. NO junk vehicles, commercial vehicles, trailer truck, camper, recreational vehicle (R.V.) camp truck, bus, house trailer, boat, ski doo, tractor or other machinery or equipment of any kind or character shall be parked, stored or kept in the common or limited common areas of any unit. Exception for this is the equipment may be kept within the enclosed garage of the unit.
  - I. No animal livestock or poultry of any kind shall be raised, bred or kept in any unit or anywhere else on condominium property for any commercial purposes.

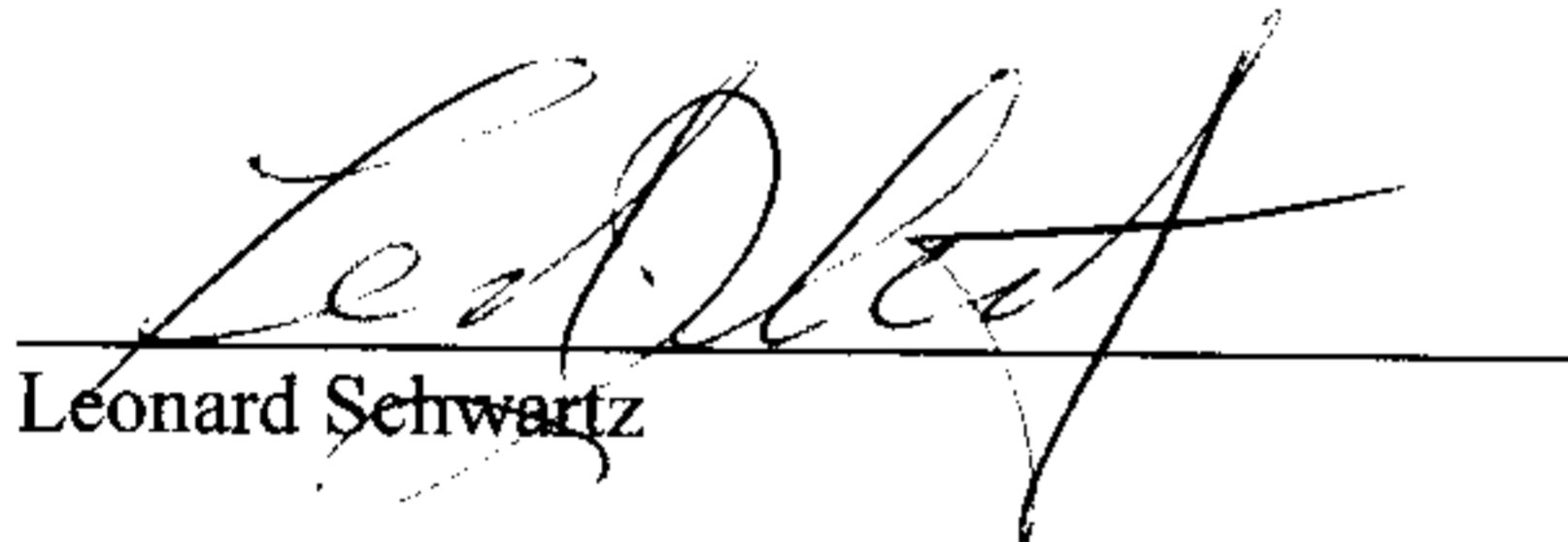
- J. No more than two (2) domesticated household pets at any one time, such as dogs, cats, or other household animals may be kept or maintained in a unit. Subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets, are kept or maintained solely as domestic pets and not for any commercial purpose.
- K. No unit owner or lessee shall keep or maintain the following animals (“**Excluded Animals**”):
- 1.) any dog identifiable as or related to an Akita, Alaskan Malamute, American Staffordshire Terrier, Belgian Malinois, Chow Chow, Doberman Pincher, Pit Bull, Rottweiler, Sharpei or Siberian Husky dog breed or
  - 2.) any other dog or animal which by majority vote of the Board of the Association is determined to present an unreasonable risk of harm to the residents or guests.
- L. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the common elements, including limited common elements.
- M. Pets must be under leash at all times when walked or exercised in any portion of the common or limited common areas. Owners shall be expected to carry bags when walking pets. No pet shall be permitted to leave its excrement on any portion of the common or limited common areas, if such occurs the owner of such pet shall immediately remove same. (Failure could result in fines.)
- N. Each unit is furnished with one mailbox for their use. All other mail receptacles or mailboxes are specifically prohibited in the condominium property.
- O. The Association contracts with a single company to remove all trash, garbage and recyclables and the price is included in the quarterly dues assessment. No homeowner may contract with another company for this service. Garbage containers are to be placed by the curb the night before pickup and removed by nightfall on pickup day. Garbage containers are not permitted to be visible from the street except on days of trash collection.
- P. No immoral, improper, offensive or unlawful use of any part of the area is permitted. All homeowners are required to follow all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction of the area.
- Q. There are to be no signs or advertising devices in any common or limited common areas, except for a temporary real estate sign when a unit is for sale or lease and one temporary builder’s sign when renovations are underway. No political signs are allowed. All signs shall be removed promptly upon completion.



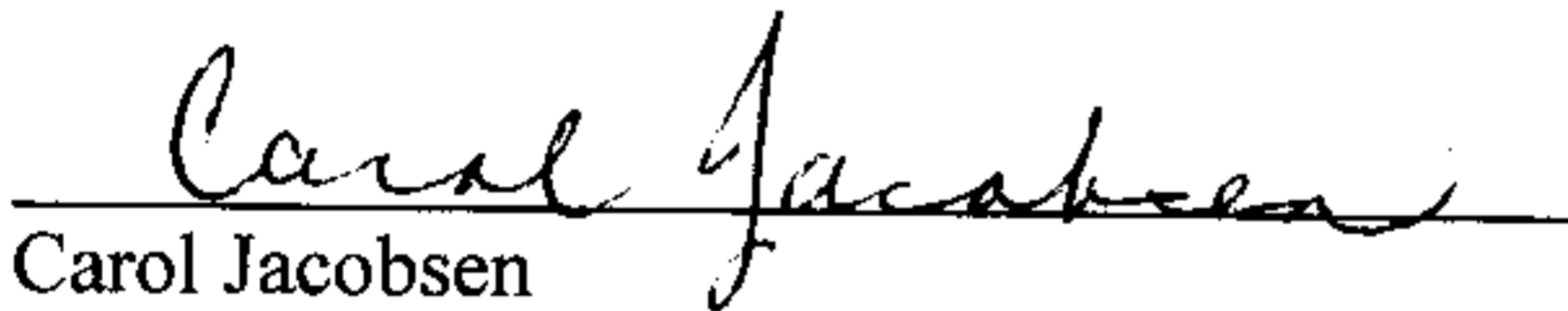
- R. Homeowners are obliged to keep their unit in good condition and repair. The failure of the unit owner to comply shall authorize the Association to provide the necessary work, labor, materials, and maintenance necessary to bring the unit into compliance and charge the unit owner for the expense as an additional assessment owned by the unit owner.
- S. All association Declarations, By-Laws and Rules and Regulations are enforceable by a Management Company if such contract is entered into.
- T. Any owner not current with their dues may be denied association benefits such as, but not limited to, voting, use of facilities, garbage pick up, grass cutting, etc.
- U. **Violations that require removal of objects or items will be done at owner's expense; in the event the Association has to initiate removal of such items the cost will be added to the owner's quarterly statement and must be paid with dues.**


Failure to comply with the following rules and regulations may subject violators to a \$~~50~~<sup>50</sup> fine per each occurrence. **\*AN OCCURRENCE, FOR PURPOSES OF THESE RULES AND REGULATIONS, IS DEFINED AS EACH CALENDAR DAY THE VIOLATION REMAINS.**


Thus done and passed by the Board of Directors of Emerald Oaks Condominium Association, Inc., this 7<sup>th</sup> day of October, 2009, in the presence of the undersigned witnesses, who hereunto sign their names.

  
Leonard Schwartz

  
Chuck Faessler

  
Carol Jacobsen

 MARGARET FAESSLER  
Witness (Sign and Print Name)

 CAROL SCHWARTZ  
Witness (Sign and Print Name)

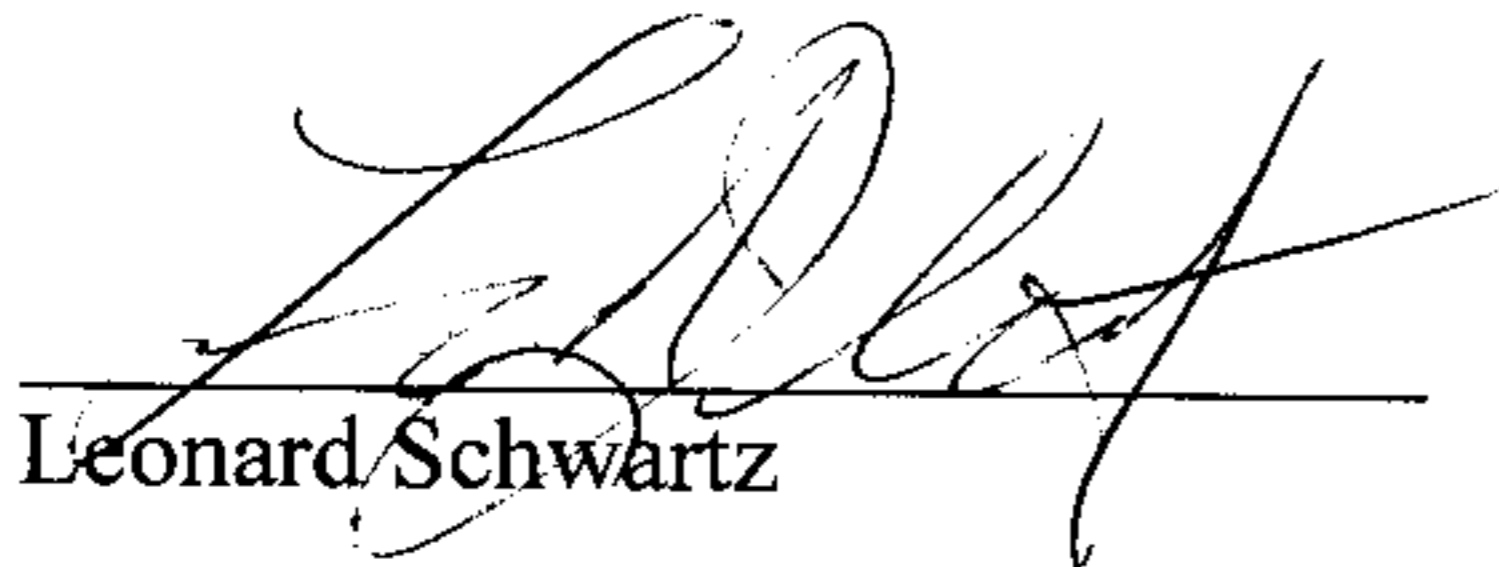
## RESOLUTION

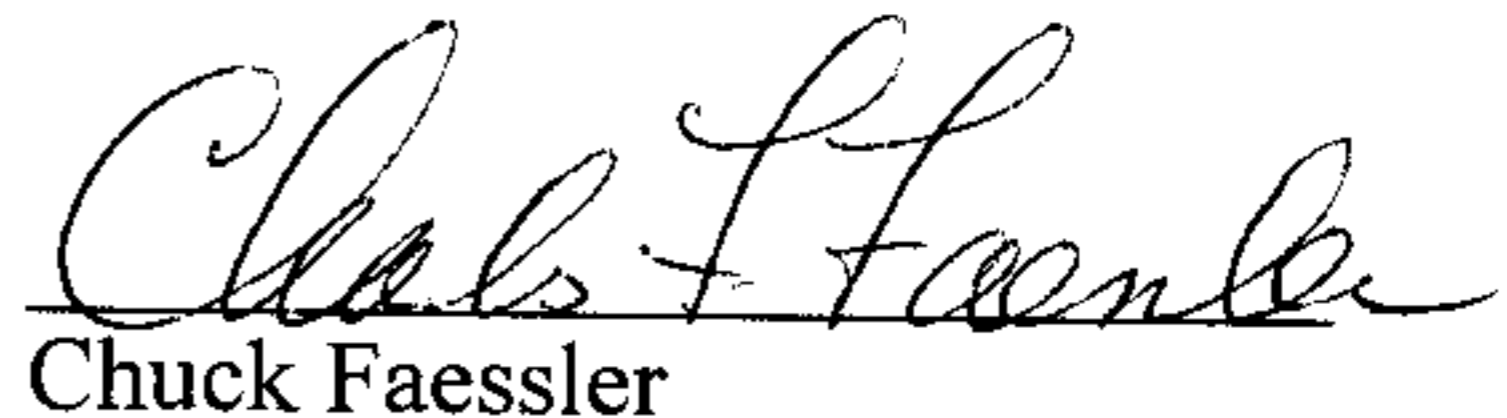
BE IT KNOWN that on this 7<sup>th</sup> day of October, 2009,

WHEREAS, pursuant to the authority granted in the "Condominium Declaration of Emerald Oaks Condominium," Article VIII, Section "O," filed of record on March 3, 2005, bearing Instrument No. 1480473 of the official records of St. Tammany Parish, Louisiana, the and the By-Laws of Emerald Oaks Condominium Association, Inc. ("the Association");

IT IS HEREBY RESOLVED, the attached "Rules and Regulations of Emerald Oaks Condominium Association, Inc." are hereby approved and adopted.

Thus done and signed by the following Board Members;

  
Leonard Schwartz

  
Chuck Faessler

  
Carol Jacobsen