

RULES AND REGULATIONS FOR  
ST. CHARLES CONDOMINIUM ASSOCIATION, INC.

1. No part of the Condominium Property<sup>1</sup>, nor any Units therein or thereon, shall be used for any purpose except housing and the common recreational purposes set forth in the Declaration. Each Unit shall be used solely as a residence for a single-family, its servants and guests subject to the Orleans Parish applicable zoning ordinances. No portion or all of any Unit, may be used as a professional office whether or not accessory to a residential use.

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 of the St. Charles Condominium Association, Inc. (the "Association") 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 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 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.

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<sup>1</sup>Capitalized terms not specifically defined herein shall have the meaning specified for such terms in the Declaration Creating and Establishing a Condominium Regime for the St. Charles Gates Condominium (the "Declaration"), or if not defined therein, the meanings specified for such terms in La. R.S. 9:1121.101, et. seq.

4. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a Unit Owner may keep one cat in his Unit and a Unit Owner of a Unit not having its sole access through a common hallway shared by other Unit Owners, may keep one dog in his Unit, subject to the rules and regulations adopted by the Board of Directors provided (a) no cat or dog shall be kept, bred or maintained for any commercial purposes, (b) any such pet causing or creating a nuisance or unreasonable disturbance or notice shall be permanently removed from the Property upon three (3) days written notice from the Board of Directors, (c) any cat must be kept indoors, and (d) in no event shall any dog be permitted in any portion of the Common Elements unless on a leash. There shall be no dogs permitted in any Unit having its sole access through a common hallway shared by other Unit Owners.

5. 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.

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

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

8. 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 Property, nor shall any Unit be used or rented for transient, hotel or motel purposes. Subject to the foregoing, the right is reserved to each Unit Owner and their agent(s) to place "For Sale", "For Rent", or "For Lease" signs on their respective Unit, but in no event shall any sign be larger than one foot by two feet (1' X 2'). The right is reserved by the Declarant and the Board of Directors and their agent(s), 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').

9. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Directors. No exterior or Common Element lighting, smoke detectors or other fixtures or equipment shall be disconnected, tampered with or turned off by any Unit Owners, members of their household or their guests, invitees or licensees.

10. 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 substance.

11. 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 Directors and the public authorities having jurisdiction,

and the Unit Owner alone shall be liable for any damage or injury to any person or property caused by any radio, television or other electrical equipment in such Unit.

12. 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.

13. 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.

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

15. Use of any storage facilities in or on the Property or operated, maintained or managed by the Association shall be (a) subject to approval of the Board of Directors, (b) on a first come, first serve basis, (c) subject to monthly charges as determined by the Board of Directors from time to time, and (d) subject to such other requirements as the Board of Directors may impose from time to time.

16. Any outdoor or patio furniture kept by a Unit Owner on the porch, balcony, patio or deck of a Unit shall be kept to a minimum and limited to grey mesh furniture or such other similar furniture previously approved by the Board of Directors. In no event shall any umbrellas, barbeque pits, grills or other cooking equipment be placed on the porch, balcony, patio or deck of a Unit. No furniture, fixtures, equipment or other property of a Unit Owner such as, but not limited to, planters, clothes, towels, garden tools, art, sculptures, fountains, bicycles, strollers or ladders shall be allowed or kept by a Unit Owner or members of his household, outside of a Unit, except for such outdoor or patio furniture specifically set forth above.