

OFFICIAL RULES AND REGULATIONS  
RIVERSIDE COURT CONDOMINIUM ASSOCIATION, INC. PHASE II  
6300-6320 Ackel St. Metairie, LA 70003

**Ownership**

Riverside is a 198 unit condominium governed by its members through its by-laws, which have been established under the Louisiana Condominium Act, and are registered with the Louisiana Secretary of State in Baton Rouge.

Additional rules and regulations may be implemented by the board of directors as they deem necessary to the operation of the association.

Each unit owner may live in their unit or may lease their unit to any lawful person(s). However, no commercial business may be operated from the premises. All rules of the condominium association must be observed by all residents and owners. Each unit resident has all legal rights associated with living in the condominium complex, and is subject to all the rules and regulations of the association which have been determined through its By-Laws and are registered in the parish of Jefferson as the “Official Rules and Regulations” of Riverside Court Condominiums Phase II, Inc.

**Management**

The actual management of the association rests with the Board of Directors through the board and/or its agent, which is designated as the property manager or administrator. The board hires and directs the management in accordance with the by-laws and rules and regulations of the association. It is the responsibility of the management to supervise all functions relative to the daily operation of the complex, which includes all maintenance and security administration, office administration, employee relations, fee and fine collection and imposition, legal liaison between attorney and board, insurance administration, parking administration, owner/board relations, meeting administration, community relations including police, fire, other enforcement and local and state agencies and offices. The management is paid by the association whose members are the owners of the units in the complex. They do not work for the renters or lessees. Each unit owner is responsible for their lessees and should handle the majority of their problems and requests. The association can not afford to have management manage the renters, especially those that have multiple units. Therefore, fees are being imposed upon owners for time spent on administration for their lessees.

Fines for excessive use of management services for a unit owner or tenant will be assessed.

## **Rental Control**

A. Owners must supply the office with a current copy of any leases upon their unit. The leases must be signed by the owner and the lessee. It must also identify all the residents of the unit. All leases must have a provision in it that requires the residents to be subject to all rules and regulations of the association. You may pick up a copy of a blank lease at the management office for \$2.00.

Owners should do adequate background verification on their renters. Owners are responsible for the actions and behavior of their renters and their guests.

C. All renters are responsible for the actions and behavior of their visitors.

D. Per Jefferson Parish ordinance, the following restrictions pertaining to number of occupants residing in a unit are:

1. Efficiency                      Maximum of 2 persons
2. One-bedroom                Maximum of 3 persons
3. Two bedroom                Maximum of 5 persons
4. Three bedroom              Maximum of 6 persons

These occupant requirements are designed for safety and sanitation reasons. Please adhere to them or eviction will be implemented.

No exceptions will be allowed for any of the above requirements even if the renter or lessee is a relative.

Fines for failure to follow rental control guidelines will be assessed.

## **Maintenance**

All common element maintenance is done under the administration of the board and its manager. Common elements, according to the by-laws, begin from the outside wall of the units including the ceilings and extend out through the complex. The association maintains all roofs, main -- water and sewer lines, electrical lines, air-conditioning and heating lines, outside electrical fixtures, power and utility plants, and all building exteriors. All maintenance from the inside wall, including the ceiling, of each unit is the responsibility of the unit owner. If a leak occurs from a common element and causes damage to an individual unit, it is the responsibility of the unit owner to repair their own damage. Owners must keep their units in good repair so as not to expose other units or common elements to potential damage. Management will do periodic inspections on every unit in order to determine the condition of the unit and any adjoining common element, spray for insects, and general maintenance of drains, etc. In accordance with the by-laws, repairs that are not done by owners in a timely manner will be done by management and billed to the owner along with management fee.

Management will work with owners in a cooperative effort to have repairs done that could affect both common elements and the individual units.

Fines for failure to properly maintain a unit will be assessed.

## Occupancy

I. All new residents, whether owners or renters are required to register with the office and fill out a personal census form before they move into their unit. Owners must supply a copy of the recorded ownership papers and proof of insurance. Your legal address must be supplied to the office. Any change of address by an owner must be given or mailed to the office before our records can be changed. All Association correspondence will be sent to the address currently on file. Even though we try to verify the addresses, it is the owner's responsibility to verify that we have their correct information.

In addition to the above requirements, all residents must provide proof of insurance on any vehicle that will be brought on to the condominium property. No move in (This includes issuance of keys and parking spaces) will be allowed until the above information is furnished to the management office. In addition, any moving company must register with the office and provide proof of full-coverage insurance before they come on the property. All owners are responsible for providing this information to the office. Any tenant will not be allowed to move in if this information is not provided to the office.

Moving in or out of the complex must be coordinated with the office in order to provide a safe area for you to load and unload. All moving must be done between the hours of 8:00 AM and 9:00 PM during our normal office hours. Office, maintenance or security personnel must be on site for your move. A \$50 fee is assessed for anyone wishing to move in or out at a time apart from our scheduled work times. If someone attempts to move without notifying the office they will be escorted off the property.

Fines for not providing current census data or following moving procedures will be assessed.

II. Swimming **pool rules and regulations** are published in late April. Please follow these rules when they are available. The general rules are as follows:

The pools will open as close to Memorial Day weekend as possible. Pool hours are published yearly and will range between 9:00 AM-10:00 PM according to the day of the week. Remember that all rules must be followed or your pool privileges will be revoked! The upkeep of the pools are paid for by the owners of this complex and therefore the rules must be followed or the pools will be closed.

1. Everyone who uses the pools must get in with a key. Do not leave the pool door propped open at any time! Keep in mind that this prevents young children from wandering into the dangerous pool area. Carelessness could be fatal to them. You are not allowed to open the door and let others into the pool area. If you do not have a key, you do not belong in the pool area. If you need to purchase a pool key, you can order them from the office. A fee for each key is charged.
2. Everyone in the pool area must have a green pool band. This is to verify that everyone in the pool area is from this complex or is the guest of someone from this complex. Each unit is allowed a maximum of 5 pool passes. Parents: Please make sure that your children have their green arm bands with them when they go to the pool or they

will be told to leave. If you have guests over to swim they must have the tags with them. If anyone has some of the old passes they may exchange them for the new ones. If you need passes you may purchase them from the office. The pools are limited in size and can not accommodate over 35-50 people at one time.

3. There is to be NO -- ALCOHOLIC BEVERAGES (of any kind), GLASS CONTAINERS, or BBQ PITS in the pool area.

4. SMOKING may or may not be allowed in the pool area depending. If allowed, a sand bucket for you to dispose of cigarettes will be located in the pool area. Cigarette butts clog the filters that cause a strain on the pump. If costs increase, owners are assessed to pay for additional pool repairs. If they can not afford it or pass it on to their renters we will be forced to close the pools. So, please police the pool area for everyone's benefit.

5. Children (16 or under) are to be supervised by a parent or adult (18 or older) at all times. We have provided a life ring for those who may need it. We are not responsible for any accidents around or in the pool.

6. All regular association rules relative to behavior shall apply. This is for consideration of the units surrounding the pool area. No loud or boisterous activity or language. No foul or unseemly language. Fines will be issued to anyone disobeying the rules. Should anyone become uncontrollable the police will be called out to handle it.

7. NO LIFE GUARDS ARE ON DUTY IN THE POOL. Parents please inform your children of the dangers in and around the pool.

Fines for not adhering to swimming pool rules will be assessed. Pool privileges will be revoked at the discretion of the management and the board.

III. **Parking** is under the strict guidelines of the condominium management. Only registered owners or their tenants will be issued a parking permit.

A. One parking space per unit is allotted to an owner. Additional parking spaces, when available, cost \$10 per month. Resident owners with two cars will have first choice of additional parking places. A maximum of two cars per unit may be registered for parking on the property and all parking is assigned by number. Only the vehicle registered is allowed to use the parking tag (no sharing of spaces is allowed). And, only those on the lease can register their vehicles.

To retain parking privileges the owner and tenant must be current on all fees and fines and must be in good standing with the association.

B. Visitors must check in with the office or security in order to come on the property. This includes outside service companies or vendors. To receive a parking tag one must be registered, show a copy of their driver's license, proof of insurance and a copy of the registration slip. Anyone parking on the premises without the required parking permit tag and necessary insurance and licensing data may be booted or towed, at the option of management or security.

C. No inoperable (including flats, leaking oil or fluids, and unsightly appearance) or damaged vehicle may remain on the premises for more than 24 hours. Repairs must be of

minor nature and be completed within 48 hours. All areas must be cleaned completely after vehicles are worked on in the complex.

D. Only vehicles that are legally tagged, licensed and insured are allowed on the property. No tandem wheel vehicles, commercial size vehicles, campers, RV's, boats or trailers are allowed on the property. Maximum vehicle size permitted is 19' long, 6'6" wide, and 8' high.

There are two vehicle entrance areas for the property. One entrance is located at 6320 Ackel and is gated. The other is between 6220 Ackel and 6300 Ackel and is located outside of the complex. The back vehicle gate is located on Olympic Street and is for exiting only. Fines, booting and or towing are imposed for improper parking (This includes parking over the line, in fire zones, in wrong spaces, no parking tag, no current insurance or license information, anything that the management may deem improper or hazardous to residents, etc.).

IV. The condominium has a curfew for all residents 16 years of age or under. Anyone 16 years of age or under may not be out of their unit and on the premises after curfew. The curfew is in effect on Friday and Saturday from 11:00 P.M. until 6:00 A.M. and other days from 10:00 P.M. until 6:00 A.M. If an underage person is entering or leaving the premises after curfew, they must go to and from their unit without stopping. Please remember that each resident is responsible for the behavior of their underage residents. These residents are not permitted to wander on the grounds without adult supervision.

Fines may be issued for breaking curfew.

V. Trash and garbage are to be put in the dumpster for pick-up. All trash is to be stored inside each unit and brought directly to the main trash bins. No trash of any kind may be stored outside a unit. Furniture, appliances, mattresses and other large objects are not permitted to be placed in or around the trash bins. If you have such items you must notify the office and they will arrange for pickup on a designated day. If the items are in reasonably decent condition we will attempt to have a non-profit agency or church pick them up. Anyone caught placing oversize items in or around the dumpster or complex may be fined. Littering is against the law on the highways and is also against the condominium rules.

Fines may be issued for littering or improper handling of garbage or trash.

VI. Each owner should supply the office with a copy of all door keys for the office to use in emergencies. Unit keys are kept under coded number in a locked key box. If a lock is changed the owner is responsible to give a copy of the new key to the office. If we have to enter any door for an emergency, and we do not have a copy of your key, we will be forced to break into the unit and all costs incurred for this will be the responsibility of the owner.

Emergencies could include fire, electrical, plumbing, or anything that could cause damage or peril to the common elements or common good of all residents.

Fines may be issued for any cause related to access or emergency situation.

VII. Pets Only animals that can be kept in a cage or small enclosure such as: small birds, gerbils, hamsters, small fish (no more than two 10 gal tanks or the equivalent), dogs or

cats 20 pounds or under, are allowed on the premises. You are not allowed to have more than two of any kind of animal that fits the criteria of the rules and regulations. In other words, you can not have multiple cages of animals multiplying to excess. No exotic animals of any kind are allowed on the premises (This includes snakes and all other reptiles that are considered exotic). All other animals that are currently registered with the office will be allowed on the property. All animals that are outside of the unit must be on a leash. Unleashed animals will be given to the SPCA and a fine imposed on its owner. Animal urine and droppings are offensive, especially in such a closed environment like this complex. Specified areas are designated for your animals to relieve themselves. Please use only these areas. Any animal droppings must be picked up by the animal's owner and deposited into the waste receptacle in these areas. It is against parish laws and association rules to leave animal waste on the ground.

Please note that all residents must register their animals with the office prior to the time they move in. If you own an animal and live in the complex at the posting of these new rules you must register all your animals with the office. Any animals that may be exotic or considered to be a public nuisance or hazard will not be allowed to stay on the premises. Any animals that currently reside in the units and fall apart from the acceptable criteria of this rule can not be replaced if they die. You can only replace them with those animals that fall within the new guidelines.

These pet restrictions are in addition to any and all local and state regulations. Fines may be issued for all activities or elements.

VIII. Common areas are those areas that are not inside your unit and are considered the property of the 198 owners. The area inside your unit (starting from the inside walls) belongs to the owner of the individual unit. Certain rules apply to the common areas. Common areas are for the general condominium population and are not for personal use. Defacing (writing on sidewalks, walls, stairs, buildings, fences or any area in the complex with chalk, water colors, etc., graffiti), tampering with or destroying any common area element is not allowed. Violators may be prosecuted. Walkways, driveways or passageways of any type must be kept clear of all objects or obstructions (this includes plants, BBQ pits, chairs, rugs, towels and clothes, or anything else) that are contrary to insurance and fire-code regulations.

Any object (bicycles, BBQ pits, chairs, rugs, towels and clothes, etc.) found outside any unit or in a common area may be confiscated and disposed of. BBQ pits and similar items, as allowed by fire code, may only be stored on back porches and fenced patios. In any case they can not block a passageway. The back porches and the fenced patios are to be considered common element with restricted use to the individual units. The office and board has the same authority over these areas as any other common area. You can only store or place items that are permitted in these areas (No tires, appliances, or items that have been prohibited are allowed in these areas). Bicycles, scooters, skate boards, skates, etc., can not be ridden anywhere on the property. The area has too many doorways, driveways and vehicles for these types of activities. It is dangerous for both riders and pedestrians. Please walk all bikes and scooters, and carry your skates off the premises. Bikes, scooters, skate boards, etc. and other non-motored vehicles must be stored inside your unit or fenced patio, provided that they do not block areas of exit, and unless otherwise provided by the board or management.

Residents and owners are allowed to have guests. If a resident or owner invites anyone to their unit they are responsible for their actions while on the premises of the complex. If a guest breaks any of the rules the resident or owner will be subject to any related fines. You are not permitted to gather outside any unit or within the common area except for brief periods of time. No parties, BBQ's, seafood boils, etc. are allowed on the common areas unless special permission is obtained from the office in advance. Some activities are not allowed due to insurance and fire-code regulations.

Fines may be issued and items confiscated for all activities or elements not acceptable under rule number 8 of occupancy.

IX. No signs, advertisements, notices, for rent or sale signs, may be posted on any unit or within the common areas without the authorization of the office. There are no exceptions unless approved by the board. Additional bulletin boards may be placed by management for announcements or notices. You may post on these boards if you have prior approval from the office.

Fines may be issued for all activities or elements not acceptable under rule number 9 of occupancy.

X. No soliciting (This includes fliers or advertisements being placed on the door knobs or anywhere in the complex.), peddling, trespassing, congregating and or loitering, or any illegal activity is allowed on the condominium property.

Fines may be issued for all activities or elements not acceptable under rule number 10 of occupancy.

XI. Storm doors or windows are not permitted without the written approval of the office. White, off white only are allowed in the units. Drapes, curtains, or blinds must have a white or off white backing (unless otherwise permitted by the board) if seen from the street and or common areas. Screens must be on the outside of your units. All blinds, drapes, screens, and windows must be in good repair. Torn curtains, sheets, broken blinds, screens and windows must be repaired in a manner acceptable to the board or replaced within the time allotted by the board. Broken windows must be secured or covered within 24 hours and replaced within 72 hours of notification to the owner or resident. Broken windows, open doors or windows, allow air conditioning and heating to escape and increase our energy cost. Utilities make up 2/3 of the entire annual budget).

Fines may be issued for all activities or elements not acceptable under rule number 11 of occupancy.

XII. The water is common to all units and may be turned off at a specified time of each month, and at other times for special situations or emergencies. This time is set aside for common maintenance, and specific plumbing and other individual unit maintenance. Please arrange your maintenance accordingly. Please turn all faucets off during the shut off period.

Should an individual unit owner require water shut-off at any other time a fee may be charged to the owner. Remember to check all water valves in your unit for leaks. All unit leaks must be fixed immediately to reduce utility costs. Anyone that causes another unit to have flood damage is responsible for that unit's repairs. If it appears that you

might need additional time for your repairs to be completed call the office as soon as you can. Otherwise the regular water control schedule will be observed.

Fines may be issued for all activities or elements not acceptable under rule number 12 of occupancy.

XIII. Laundry rooms are provided for your convenience. Please handle them with care and respect. If a unit appears to be broken or is giving you difficulties, call the office and report it. Please do not bring food or drinks into the laundry room at any time. Help keep this room clean by picking up your lint and trash. The only washers and dryers that are allowed in the individual units are those that were in the units when they were built and are installed in accordance with parish code regulations. Others may be allowed at board discretion and in accordance with code regulations.

Fines may be issued for all activities or elements not acceptable under rule number 13 of occupancy.

XIV. No unit owner or tenant shall make or permit any disturbances to occur on the premises. No unit owner or resident shall play, or allow to be played any musical instrument, radio, TV, or operate or allow to operate any appliance or equipment in such a manner that disturbs or annoys any occupant(s) of the complex. Other disturbances not allowed shall include but not be limited to: dogs barking, birds screeching, children or adults yelling, domestic disturbances, and loud laughing or frolicking. This includes excessive noise from the pool area. If the police are called out fines may be issued depending upon the circumstances. Fines may be issued for all activities or elements not acceptable under rule number 14 of occupancy.

XV. No radio or television antennas, satellite dishes, electrical devices, excessive cables or wiring, etc., shall be installed without the written consent of the Association.

Fines may be issued for all activities or elements not acceptable under rule number 15 of occupancy.

XVI. Any complaints or requests for service must be in writing and turned into the office. We can not respond to telephone calls except in emergencies.

Fines for all activities or elements not acceptable under rule number 16 of occupancy shall be discretionary.

XVII. Costs in addition to condominium fees are as follows:

Keys to entrance gate, swimming pool, car-gate cards, remote for car-gates, pool tags, condominium documents, and any other items designated by the management.

Each owner, according to the by-laws, should receive all necessary keys for their units at the act of sale. He or she should provide them for their renters. The management will not provide any keys, or cards for the renters. The unit owner must purchase all keys for their units. Additionally, individual mail boxes are the responsibility of the unit owners. We do not keep copies of mail box keys.

### XVIII. Other Fees:

Monthly parking access space (when available). Special water turn-off.

Additional monthly utility usage fee for having private laundry appliances or special utility appliances (A/C units) in the unit.

Late payment of condo fee and / or NSF check fee Lien fees

A management fee may be added to all legal fees or maintenance related to any matters involving an owner or renter.

To provide purchase or sale closing information. To be paid by the current unit owner.

To provide any type of management or maintenance service that is directly related to an individual unit that is not involved with common element service and would normally be the duty of an individual property manager. As an example, if we had to call a service company out for something to be worked on within a unit and had to open the unit and monitor the work.

Electricity shut - off or reconnect not associated with normal common area maintenance.

XIX. Additional rules must be added from time to time by the board of directors.

Although it is the responsibility of each resident to observe all our rules, the management will attempt to warn each individual before any penalty (fine, etc.) is imposed. It is not our wish to have to resort to fines and penalties to enforce the rules and regulations. We use this means as a last resort in order to maintain the property and administer the rights of the owners

Fines are noted after each section of these rules. The fines may be assessed against anyone on the complex premises. Residents are responsible for visitor and guest fines should they not be paid by them. Owners are ultimately responsible for payment of fines should a resident or lessee not pay them. If problems persist with a particular unit, fines will be increased accordingly and management may seek for eviction of an owner or renter in accordance with the by-laws. Fines, fees, and association costs or expenses may be added to the monthly condominium fees of the unit that is at fault. If they are not paid within the time period specified in the by-laws (30 days from date of fine issuance and notification to said owner) then the fine becomes a part of the monthly condominium fee and the office does not have to accept the payment of the monthly fee without the fine included. At this time a disconnect notice for electricity is sent to the owner and the resident. Note: This affects all units owned by one owner who is at fault should payment not be received within the notice period. A \$25 disconnect fee and a \$25 reconnect fee may be applied to the unit.

In accordance with the by-laws, if any resident, owner, or their guests, exhibits behavior that is contrary to the rules and regulations, or causes the association to incur costs or expenses (including insurance deductibles and out of pocket expenses) the board reserves the right to take any action, in accordance with the by-laws, and appropriate to the behavior of the individual that is necessary to correct the behavior or situation, and to collect association costs and fees.

This may include:

A. An increase over and above the normal fine.

B. Collection of all costs or expenses incurred by the association on behalf of the owner or renter.

C. Revoking any and all privileges of occupancy.

C. Eviction or other legal action.

In all cases, unless a situation arises that is life-threatening or contrary to the public good, a resident and owner will be allowed a board hearing as soon as possible. Should anyone not attend their hearing we will proceed with the necessary action.

Certified and signed at Metairie, Louisiana on this 15th day of July, 1997

Riverside Court Condominium Association Phase II, Inc.

Jessica Moore, Public Relations Director

Paul C. Weilbaeher, III — General Manager

Filed & Recorded in Jefferson Parish, Louisiana

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**Amendment (condensed) adopted and passed by the board of directors on 5-15-06**

Be it resolved that the Board of Directors enacts a special monthly assessment in the amount of \$1,000 per month to property owners who lease, sub lease, rent, convey, or transfer any property rights associated with their owned property in any form to any other person, other than an act of sale duly recorded in the mortgage records of Jefferson Parish, L.A.

This special assessment is to be utilized for a criminal records check to be conducted on all of the adult occupants of the leased or otherwise conveyed property. This also includes non renters if they are a regular guest at the dwelling. If multiple adult occupants live in the rented property, then the assessment will be multiplied by the number of adult occupants. This assessment will be waived if the owners subject to this assessment render within 15 days of this special assessment a certified copy of criminal records checks of all the adult occupants of their owned property to the Board. Owners who in the future desire to rent or convey their property will also be subject to this assessment. This special assessment is specifically designed to better the quality of life of the residents and minimize the opportunity for those of a criminal element to maintain occupancy on the property.

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**Amendment adopted and passed by the board of directors on 10-24-06**

“No home based business or other activity is allowed that would result in an unusual number of packages delivered, cause a disproportionate number of non residents to come onto the property, disturb the residents, be non allowable under the law or place an additional burden upon the property, its staff or economy of operation.”