

**RULES AND REGULATIONS OF
CYPRESS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

1. **Use.** The Units shall be used for single-family residences only, except that home offices as permitted to be maintained in a residential building by the City of New Orleans Comprehensive Zoning Ordinances, may be included in the permitted portion of a Unit.

2. **Signage.** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or Occupant on any part of the exterior of the Building or Common Elements nor may any Unit Owner or Occupant paint any exterior portion of the Building or Common Elements without the prior written consent of the Association. Notwithstanding the foregoing, a Unit Owner may place signage in the Common Elements or Limited Common Elements in connection with the sale or rental of a Unit. Notwithstanding the foregoing, the Developer or its agents may place such signs and other advertising devices as it may deem necessary on Units and on any part of the Common Elements or Limited Common Elements, in connection with the construction and sale or rental of the Units.

3. **Windows/Projections.** No awnings, blinds, shades, shutters, screens, television or radio antennas, or other projections shall be attached by Unit Owners or Occupants to the outside walls or roofs of the Building without the prior written consent of the Association. All interior awnings, blinds, shades, shutters, or screens shall have a lining in or be of a neutral light color (white, beige, sand, etc.) so that these window treatments do not detract from the overall appearance of the façade.

4. **Access to Units.** The Association or Manager or other person authorized by the Board of Directors, and their employees, agents and contractors, shall have the right of access to each Unit, only to correct any condition originating in a Unit and threatening damage to other Unit or the Common Elements, or to install, alter, replace or repair any portion of the Common Elements accessible from such Unit. Request for such entry shall be made at least three (3) days in advance and shall be scheduled for a time reasonably convenient to the Unit Owner or Occupant. In the case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner or Occupant is present. The Board of Directors or Manager, or agents thereof shall take reasonable precautions to protect the Units and their contents from theft or other loss or damage incident to such right of entry.

If entry is required in an emergency and a key or pass code for entry has not been furnished to management, the Association or Manager (with authorization from an officer of the Board) may forcibly enter the Unit without liability for damages or trespass, provided that reasonable care is exercised.

5. **Waste.** No portion of the Common Elements or Limited Common Elements shall be used or maintained as a dumping ground or storage area for trash or rubbish. Trash, garbage or other waste shall not be kept on any part of the Common Elements except in sanitary containers contained in the Limited Common Elements of each respective Unit or placed in designated trash containers, and no trash, garbage or other waste shall be incinerated on any part of the Condominium Property.

6. **Original Sales.** Until all of the Units are sold, the Developer shall have the right to use any unsold Unit or Units as models for sales or display purposes and to maintain on the Condominium Property all models, sales offices, advertising signs or banners and lighting in connection therewith.

7. **Owner Complaints.** Complaints regarding the service and maintenance of those portions of the Common Elements or complaints regarding a violation of these Rules and Regulations shall be made in writing (which may include email) to the Manager or the Board of Directors of the Association.

8. **Insurance.** Nothing shall be done or kept in any Unit, Limited Common Element or on the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, Limited Common Element or in the Common Elements which might result in cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.

9. **Animals.** No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets weighing eighty (80) pounds or less, not to exceed two (2) per Unit without the approval of the Board, may be kept in the Units, subject to any rules and regulations which may be adopted by the Board; provided that such pets are not kept, bred or maintained for any commercial purpose; and provided further that, any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium Property upon seven (7) days written notice from the Board. If a household cat is permitted by its Owner to be outdoors, it shall be neutered or spayed.

10. **Nuisance.** No noxious or offensive activity shall be carried on in any Unit, Limited Common Element or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

11. **Alterations.** No Common Elements (including the roof, decks, and front porches) shall be altered without the authorization of the Board. Nothing shall be done in, on or to any Unit, Limited Common Element or Common Elements that would impair the structural integrity of the Building, or of any other Unit, except as may be specifically authorized in advance, in writing by the Board. No Unit Owner shall make any structural addition, alteration or improvement to his Unit, including, but not limited to, alterations to the interior partitions to the Unit without the prior written consent of the Board of Directors.

12. **Antennas/Satellites.** No antennas, satellite disks, or other exterior devices shall be permitted to be installed on any part of the exterior of the Building or Common Elements.

13. **Slate Roof.** The roof on the Condominium Property is made of slate and therefore requires particular care. For this reason, Owners are strictly prohibited from attaching anything to or from the roof in any manner whatsoever (string lights, flags, antennas, etc.). Any damage caused by such attachment or similar modification shall be paid for by the Owner that causes said

damage.

14. Parking. There is no warranty as to the fitness of the parking spaces on site. It is believed these are legal, non-conforming off-street parking spaces (i.e. grandfathered parking spaces). For this reason, Unit Owners or Occupants (tenants) are permitted to park on this portion of the Common Elements, with one car per Unit and as available at any given time. The Association will give Each Unit one hangtag to ensure this rule. The Association is permitted to tow any vehicle in violation of this rule, at the vehicle owner's expense.

15. Landscaping. Unit Owners shall be responsible for maintaining all landscaping within their Unit's Limited Common Elements (i.e. courtyards). Landscaping shall be maintained in a healthy manner with proper watering, trimming, pruning, and planting that maintains the visual appeal of the Property overall. Unit Owners are responsible for replacing dead plants of the same species and size within their Unit's Limited Common Elements. If a Unit Owner fails to maintain the landscaping in a timely fashion, the Association has the right to have work done at the expense of the Unit Owner. Should a Unit Owner desire to substantially change the landscaping in their courtyard, they shall seek the approval of the proposed changes from Association.

16. City Laws. In addition to the above rules and restrictions, all Owners shall be subject to applicable City laws, ordinances and the regulations of the City of New Orleans and its agencies with respect to use of the Units and the Building.

17. Applicability and Amendments. These Rules and Regulations shall be applicable to and binding upon all Unit Owners or Occupants and their respective families, employees, guests or others who might use a Unit. Pursuant to the "Bylaws of Cyprès Condominium Owners Association, Inc.", the Board may amend these Rules and Regulations within its sole discretion.

18. Definitions. The Definitions within the "Condominium Declaration" shall apply to these Rules and Regulations.

Adopted this _____ day of _____ 2019

Secretary of Cyprès Condominium
Owners Association, Inc.