

**The River Highlands Estates Condominiums Association, Inc.**  
**Rules and Regulations**  
**Created January 6, 2007 (Updated 12/1/18)**

The following rules and regulations are to provide guidance on conduct in the common areas, on matters of safety, noise, nuisance problems and other details regarding the use and operation of the Association's property. No exceptions or deviations from the Rules and Regulations are permitted without written permission from the Board of Directors.

1. All Owners leasing their units are required to file with the HOA a signed copy of the lease and are to review these Rules and Regulations with the tenant as part of the lease agreement. (A copy of the Rules and Regulations shall remain with the Tenant as part of the lease agreement).
2. Owners and Tenants are responsible for seeing that their guests comply with these rules and regulations.
3. Children, under the age of twelve (12), on the docks, are **required** to wear life jackets. To do otherwise creates too much risk for the children, adults and the Association.
4. The use, maintenance and operation of the Common Elements are not to be obstructed, damaged or unreasonably interfered with by any Unit Owner, Tenant or Guest.
5. Owners are expected to keep all limited common areas associated with their unit, including the docks and slips, in a neat and clean manner.
6. Flower Beds must be kept neat, clean, and weed free. If not, the Board will have the flower beds cleaned at the buildings owner's expense. Plans for improvement(s) must be approved by the Architectural Control Committee.
7. Nothing is to be stored in a Unit, or upon the grounds that may increase our insurance costs or risk cancellation of the Association's insurance coverage.
8. No commercial or political sign, banner, advertisement, notice or other lettering is permitted to be on, or attached to, any part of the building, common element, or limited common element without prior written permission of the Board of Directors. For sale signs must be placed in the flower beds parallel to the building and parallel to the building on the river side as well. Nothing is to be hung from the boundary fences.
9. The exteriors of the buildings are to be maintained in a uniform manner throughout the Condominium. No awnings or other projections are allowed to be attached to the outside walls, balconies, porches or railings. Air conditioners are not allowed to be installed through any wall or window without the prior written approval of the Board and will only be granted for temporary or emergency relief. Screened in porches are allowed. Vinyl undersides are allowed for the units with the added side decks. Side deck additions are allowed for the units that do not have them. All installation must be performed by a vendor that is approved by the Board. All permits required for any type of construction, including boat slips, will be applied for by the Board of Director's to the appropriate governmental agency after approval of plans from the architectural committee. **No permit(s) will be applied for if**

**the unit owner is delinquent in dues/assessments.** Violators of any of the above policies risk legal action per provisions in the by-laws to abate and enjoin such actions at the expense of the violator.

10. Loud disturbing noises from any source are not allowed in the Units or on the property. Any devices specifically designed as noise makers such as horns, sirens, drums, fireworks, etc. are strictly prohibited without approval of the Board – with the exception that the lawful discharge of fireworks is permitted to commemorate traditional holidays (e.g. New Year, Independence Day, etc). No one should do anything that unreasonably interferes with the rights, comforts or convenience of anyone else.

**Quiet Time:** Quiet hours throughout the complex are from 10:00 P.M. to 7:00 A.M. seven days a week, during which time no music, loud work activity, or other sound source is allowed in the Common Areas, including porches, without prior approval of the Board.

11. Antennas or TV satellite dishes may be attached to the exterior of any building provide that the satellite dish or antenna does not exceed 24" in diameter and is placed where it will be the least obtrusive as possible and not impair reception. Satellite dishes shall not be mounted on any external structure, pole, mast or post. The actual location of antennas and dishes, must be approved, in writing, by the Board. Cabling shall be hidden for view to the extent possible.
12. Trash, garbage and other waste must be placed inside the dumpster. If the dumpster is full, the trash should be held at the Unit until the dumpster has been emptied. Do not place anything outside of the dumpster.
13. Contractor personnel, in the course of their tasks as contracted by the Board of Directors, are to have free access to all external electrical outlets and water faucets. Members of the Board of Directors may inspect any balcony and any other part of the exterior of any building or Unit for damage, rot or other reasons related to the Association's property.
14. The main gate at the entrance of the property is to be kept closed at all times. If the gate fails to operate correctly, contact a member of the Board so they may arrange for the gate's repair.
15. Dogs are not permitted to run unleashed on Condominium property. If a pet "poops" anywhere on the property, the owner of the pet is to pick up the deposit and dispose of it in a sanitary manner.
16. Toys, bicycles, etc. are not to be left scattered about the grounds and unattended (especially overnight). Parents are responsible for these items and that the items are picked up and stored on their respective porches, storage areas, and units.
17. Pots, potted plants, or other materials on porches and balconies are to be placed on elevated stands in order to keep water from pooling under the pots causing potential damage to the property. No fire pits or any open flame is allowed under covered areas of the porches. Unit owners, or their leasing tenants, shall not place any objects in the common areas to include open fire pits.

18. Parking is assigned at two spaces per unit and parking passes will be issued to the unit owner. Guest parking consists of 10 spaces and since no pass will be issued for guest parking, they will be available on a first come first serve basis. These spaces are between the dumpster and the restaurant across from the waterfront units. Owners or assignees must display the pass on the windshield so they are clearly visible. Any vehicle without a pass and is not in the guest parking area will be towed at the owner's expense.
19. Boats and jet skis are allowed to be parked in the parking lot, with the EXCEPTION of empty boat trailers, as long as:
  - a. They are in one (1) of the marked spots of the unit owner or the rental unit.
  - b. Only one (1) boat and one (1) vehicle are allowed per the two marked parking spots assigned to each unit.
  - c. They are NOT blocking the entrance sidewalk.
  - d. They DO NOT impede access to a neighboring vehicle.
  - e. They are NOT parked for more than 24 hours in a seven (7) day period. The overflow grass area west of building 11 is available for boats, boat trailers, jet skis and vehicles for a period of 48 hours in a seven (7) day period if the area is dry except that you are asked to move such so as not to interfere with grass cutting on Thursdays. NOTE: If the area is wet, no parking is permitted. Any vehicle found in violation of this rule will be towed at the owner's expense. No RV's or inoperable vehicles are allowed on the property at any time.
20. Any vehicles which are not operational or street-worthy will be towed at owner's expense. Street-worthy shall be deemed to include current state license plate and inspection sticker. Also, should a vehicle have a flat tire for more than 7 days, it too shall be towed at the owner's expense.
21. Since a popular mode of transportation in and around RHEC has become the use of ATV's, golf carts, side by side vehicle's etc., they are allowed to be stored on the property. However, riding these type vehicles or any vehicle in the grass is not permitted unless in the commission of RHEC sanctioned work or prior approval from the BOD.
22. No personal property shall be stored on the Common Elements or Limited Common Elements without the prior written approval of the Board of Directors.
23. Vessels belonging to Guests or renters will be allowed to remain in the Unit Owner's slip with written permission from the unit owner. This permission may be terminated at the discretion of the Board upon receipt of written complaints describing date, time and type of occurrence, from Association Members. If the offending vessel is then not removed from the slip within the prescribed time, the Unit Owner is subject to fines. Unit Owners are responsible to see that the Guest's boat is insured. No individual renting of boat slips is allowed.
24. Unit Owners are responsible for any damage to the slips and/or docks caused by boats owned by the Unit Owner, their Tenants and/or their Guests.

25. ENFORCEMENT:

- a. Any Unit Owner or Tenant may be cited by the Board of Directors for violation of these Rules and Regulations. Citations may be issued by the Board upon its' own initiative or upon receipt of a complaint by a Unit Owner. The following fines will be assessed for violations except as noted below:
  - i. \$50 on first offense
  - ii. \$100 on second offense
  - iii. \$250 on each offense thereafter
  - iv. If no offense occurs after 12 months, the next offense begins over at the first level
- b. In cases where the violation is a misuse of property, the Board may take corrective action upon the failure of the Unit Owner or Tenant to do so. The Board, at its discretion, may charge the Unit Owner or Tenant the cost of the repair, removal or correction of such violations.
- c. In cases where the violation is considered "disturbing the peace", the Board will press such charges against the violating unit owner, guest, tenant, or visitor thru the appropriate legal authorities. Yelling obscenities across the common grounds or at neighboring owners, guests, tenants, or visitors will not be tolerated.
- d. All fees and charges levied against a Unit Owner or Tenant shall be considered a common expense and become a charging lien or privilege against the Unit if it is unpaid for more than thirty (30) days. The charging lien against a Unit shall be subject to foreclosure and collection along with all interest, reasonable attorney fees, and court costs as provided by the Declaration of Condominium Ownership, the Bylaws and Louisiana Law.