## AMENDMENT TO THE COVENANTS AND RESTRICTIONS OF GREYSTONE HOMEOWNER'S ASSOCIATION

A special meeting was held on the 19<sup>th</sup> day of August, 2017, to amend the covenants and restrictions. Having met all requirements for voting, with a passing vote, the covenants and restrictions are amended to now read:

7.4 Special Assessments. In addition to the annual assessments authorized herein, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capitol improvement upon the Common Property, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by home) who are voting in person, absentee ballot or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

7.5 Changes in Annual Assessment. The Association may change the annual assessment for any period provided that any such change shall have the approval of two-thirds (2/3) of the votes of Owners (by home) who are voting in person, absentee ballot or by proxy at a meeting duly called for this purpose. Written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

7.6 Quorum for any Action Authorized Under This Section. The quorum required for any action authorized under this section shall be as follows: At the first meeting called, the presence at the Association meeting of the Owners, of absentee ballots or of proxies, entitled to cast 66 2/3% of all the votes (by home) of the Owners of all Homes shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

rica Looney/ President

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Notary

Rhonda L. Vinet Notary Public #65467 State of Louisiana Commissioned For Life INSTRUMENT # 00941762

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## AMENDMENTS TO COVENANTS AND RESTRICTIONS OF GREYSTONE HOMEOWNER'S ASSOCIATION

A meeting was held on the 2<sup>nd</sup> day of July, 2019, to amend the covenants and restrictions. Having met all requirements for voting, the covenants are now amended to read to the covenants are now amended to read to the covenants.

- 3.2 No residence, building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition, change or alteration of any kind therein, be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage Ex specifications, shall have been submitted to and approved in writing by a majority vote of the Council and a copy thereof as final approved lodged permanently with the Council. <u>Prefabricated sheds are acceptable</u>.
- 3.14 No outside lines, outside television antennas, basketball goals, satellite dishes, above ground improvements or hanging devices shall be allowed without written consent of the Council evidenced by a majority vote thereof. <u>Basketball goals may not be attached to the exterior of the home.</u>
- 5.3 Voting Rights. The Association shall have one class of membership. Owners of Lots shall be entitled to one vote for each Lot in which they hold the interest required to be a homeowner. When more than one person is the Owner of a Lot, all such persons shall be members of the Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. An Owner of a Lot, including the Developer, owning more than one Lot shall be entitled to one vote for each Lot owned. . Homeowner must be a member in good standing to be eligible to vote, having paid their annual dues and any assessments or liens.
- 7.3 Annual Assessment. The annual assessment shall be \$150.00.
- 7.9 Effect of non-payment of Assessment. If any assessment, other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and cost of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Home and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees and assigns and also shall be a personal obligation of the then Owner and shall remain his personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Home affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within thirty (30) days after the date due unless other arrangements are made, the Homeowner shall be assessed a late fee of \$25 per month until the assessment, charge or expense and associated fees have been paid in full. The Association shall be entitled to a privilege against the affected Home in accordance with La R.S. 9:1145, et seq., and the Association may, at any time after the assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Ascension Parish, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Home or Homes for which the assessments, charges or expenses then Owner of the Home or Homes affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs and other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action, or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in La. R.S. 9:1145 et seq., by proceeding "in rem" against the affected Home and its Owner for the amount of the unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.
- 8.4 The area between the water's edge in the lake and the rear of lots 133-117 is herby dedicated to the exclusive use and enjoyment of the property owner of the lot adjacent therein. Said property owner shall be responsible for maintenance of the area. However, the Association shall have access to this area should it become necessary.

## 8.5 Enforcement of Covenants and Restrictions.

If a Homeowner is found to be in violation of the covenants and restrictions, the Homeowner will have ten (10) days to permanently correct the violation unless other arrangements are made with the Council. If permanent corrective action is not made within ten (10) days the Homeowner will be assessed a fee of \$50 per month. If the violation is not permanently corrected within six (6) months the Association will file a two hundred dollar (\$200) lien. The Homeowner is responsible for paying all assessments, fines, and fees associated with filing the lien. The Association may at any time after the sixth (6<sup>th</sup>) month seek injunctive relief to further prevent the Homeowner and parties involved from so doing or to recover damages or other amounts for such violation.

Erica Looney/President

Witness

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Louisiana Notary Public #68850

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