

AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREYSTONE SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 24<sup>th</sup> day of April, 2009;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**JBW PROPERTIES, LLC**, a Louisiana limited liability company that is domiciled and doing business in East Baton Rouge Parish, herein represented by its members, Bobby G. Willie and Jeffrey F. Willie, duly authorized pursuant to a certificate of authority that is on file and of record in East Baton Rouge Parish, whose permanent mailing address is declared to be 5638 Superior Drive, Suite C, Baton Rouge, Louisiana, 70816 (hereinafter individually referred to as "Developer");

**B. WILLIE & ASSOCIATES, INC.**, a Louisiana corporation that is domiciled and doing business in East Baton Rouge Parish, herein represented by Bobby G. Willie, its President, duly authorized pursuant to a corporation resolution on file and of record in East Baton Rouge Parish, whose permanent mailing address is declared to be 5638 Superior Drive, Suite C, Baton Rouge, Louisiana, 70816; and

**LA RESIDENTIAL PROPERTIES, INC.**, a Louisiana corporation that is domiciled and doing business in East Baton Rouge Parish, herein represented by Jeffrey F. Willie, its President, duly authorized pursuant to a corporate resolution on file and of record in East Baton Rouge Parish, whose permanent mailing address is declared to be 5638 Superior Drive, Suite C, Baton Rouge, Louisiana, 70816,

(hereinafter collectively referred to as "Appearers"),

who declared that Appearers own 100% of the lots comprising Greystone Subdivision located in Ascension Parish, Louisiana. In accordance with Article 8.2 of the Declaration of Covenants and Restrictions for Greystone Subdivision that are recorded as Instrument No. 00719839 of the official records of Ascension Parish, Louisiana (the "Restrictions"), a majority of the then owners of all lots have to right to amend the restrictions by written act.

Appearers further declared that they desire to amend Article 3.8 of the Restrictions to read as follows:

3.8. The front exterior of any residence erected, placed or altered on any lot shall be constructed entirely of brick. All painted exteriors must have at least 2 coats of paint.

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after first reading the whole.

WITNESSES:

Printed Name:

Printed Name:

JBW Properties, L.L.C.

By:

Bobby G. Willie, Member

By:

Jeffrey F. Willie, Member

B. WILLIE & ASSOCIATES, INC.

By:

Bobby G. Willie, President

LA RESIDENTIAL PROPERTIES, INC.

By:

Jeffrey F. Willie, President

Mark W. Schoen  
Notary Public  
Bar Roll No. 14427

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AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREYSTONE SUBDIVISION

DEPUTY CLERK & RECORDER  
CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

DEPUTY CLERK  
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PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 13<sup>th</sup> day of June, 2013;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**JBW PROPERTIES, LLC**, a Louisiana limited liability company that is domiciled and doing business in East Baton Rouge Parish, herein represented by its members, Bobby G. Willie and Jeffrey F. Willie, duly authorized pursuant to a certificate of authority that is on file and of record in East Baton Rouge Parish, whose permanent mailing address is declared to be 5638 Superior Drive, Suite C, Baton Rouge, Louisiana, 70816 (hereinafter individually referred to as "Developer");

**B. WILLIE & ASSOCIATES, INC.**, a Louisiana corporation that is domiciled and doing business in East Baton Rouge Parish, herein represented by Bobby G. Willie, its President, duly authorized pursuant to a corporation resolution on file and of record in East Baton Rouge Parish, whose permanent mailing address is declared to be 5638 Superior Drive, Suite C, Baton Rouge, Louisiana, 70816; and

**LA RESIDENTIAL PROPERTIES, INC.**, a Louisiana corporation that is domiciled and doing business in East Baton Rouge Parish, herein represented by Jeffrey F. Willie, its President, duly authorized pursuant to a corporate resolution on file and of record in East Baton Rouge Parish, whose permanent mailing address is declared to be 5638 Superior Drive, Suite C, Baton Rouge, Louisiana, 70816,

(hereinafter collectively referred to as "Appearers"),

who declared that pursuant to the Declaration of Covenants and Restrictions for Greystone Subdivision recorded as Instrument No. 719839 of the official records of Ascension Parish, and as amended by act recorded as Instrument No. 720899 of the official records of Ascension Parish (hereinafter referred to as the "Restrictions"), Appearers subjected the following described property to the restrictions, conditions, liens and servitudes set forth therein:

Lots 1 through 66, Greystone First Filing, Ascension Parish, Louisiana, and any private fence servitudes, common areas and/or landscape areas as shown on survey entitled, "Final Plat Greystone First Filing (Lots 1-66, CA-1 And CA-2)...", prepared by M. Gregory Breaux, R.P.L.S., dated 2/27/08, recorded as Instrument No. 707253 of the official records of Ascension Parish, Louisiana.

Appearers further declared that Developer caused the map entitled, "Final Plat Greystone Second Filing (Lots 67-133, CA-4, CA-5 & CA-2-A)...", to be approved by the appropriate governmental authorities of Ascension Parish, Louisiana, and to be recorded in the official records of Ascension Parish as Instrument No. 811217.

Appearers further declared that they are the owners of the immovable property hereinafter described, and, by this act, impose upon the following property the restrictions, conditions, liens and servitudes contained in the Restrictions:

Lots 67 through 133, Greystone Second Filing, Ascension Parish, Louisiana, and any private fence servitudes, common areas and/or landscape areas as shown on the survey entitled, "Final Plat Greystone Second Filing (Lots 67-133, CA-4, CA-5 & CA-2-A)...", prepared by M. Gregory Breaux, R.P.L.S., recorded as Instrument No. 811217 of the official records of Ascension Parish, Louisiana.

**LESS AND EXCEPT** the following lots which have been conveyed to other parties: Lots 69, 74, 77, 90, 92, 95, 108, 110, 115, 120, 124, 127, 129 and 130, Greystone Second Filing, Ascension Parish, Louisiana.

Appearers further declared that they hereby amend the Restrictions to impose upon the above property the obligations, covenants, restrictions, servitudes and conditions as fully as if said property had been originally included in said Restrictions.

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8

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after first reading the whole.

WITNESSES:

Lora Ballard  
Printed Name: Lora Ballard  
Lana Alleman  
Printed Name: Lana Alleman

JBW Properties, L.L.C.

By: Bobby G. Willie  
Bobby G. Willie, Member

By: Jeffrey F. Willie  
Jeffrey F. Willie, Member

B. WILLIE & ASSOCIATES, INC.

Ascension Parish Clerk of Court

By: Bobby G. Willie  
Bobby G. Willie, President

LA RESIDENTIAL PROPERTIES, INC.

By: Jeffrey F. Willie  
Jeffrey F. Willie, President

[Signature]  
Notary Public

Printed Name: Maureen W. Setzer  
Notary ID/Bar Roll No. 14427

Ascension Parish Clerk of Court

Ascension Parish Clerk of Court

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

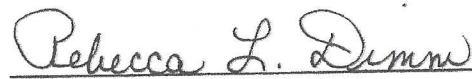
A special meeting was held on the 19<sup>th</sup> day of August, 2017, to amend the covenants and restrictions. Having met all requirements for voting, with a passing vote, the covenants and restrictions are amended to now read:


**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.



  
Erica Looney / President

  
Witness

  
Witness

  
Notary

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

INSTRUMENT # 00941762  
FILED AND RECORDED  
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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:

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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 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. Prefabricated sheds are acceptable.

X Falcon  
REPUTY CLERK & RECORDER  
CERTIFIED TRUE COPY BY  
X Falcon

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. Basketball goals may not be attached to the exterior of the home.

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.

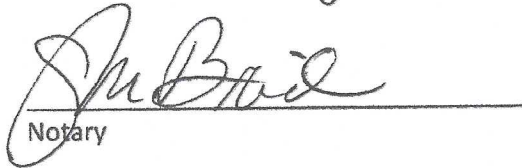
8.4 *The area between the water's edge in the lake and the rear of lots 133-117 is hereby dedicated to the exclusive use and enjoyment of the property owner of the lot adjacent therein. Said property owner shall be responsible for maintenance of the area. However, the Association shall have access to this area should it become necessary.*

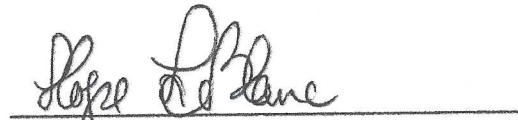
**8.5 Enforcement of Covenants and Restrictions.**

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.

 7-18-19  
Erica Looney/President

  
Witness

  
Notary

  
Witness

**GINA B MCBRIDE**  
Louisiana Notary Public  
#68850  
Commission is for Life



Certified Copy

Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1076354**

**Book/Index:** COB  
**Document Type:** AMENDMENT  
**Recording Date:** 7/18/23 2:32:01 PM

**Grantor 1:** GREYSTONE HOMEOWNERS ASSOCIATION  
**Grantee 1:** GREYSTONE HOMEOWNERS ASSOCIATION

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS  
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



*Laura Falcon*  
\_\_\_\_\_  
**Laura Falcon, Deputy Clerk**



Amendment to Covenants and Restrictions of Greystone Homeowners' Association

**Greystone**

PO BOX 444

PRAIRIEVILLE, LA 70769

[greystoneofgalvez@gmail.com](mailto:greystoneofgalvez@gmail.com)

[greystoneofgalvez.com](http://greystoneofgalvez.com)

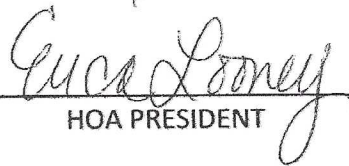
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A Special HOA meeting was held on 6/27/2023 to vote on raising the annual HOA dues. By meeting the criteria set forth in the covenants of Greystone HOA quorum was met and a vote was held. Raising the dues to \$225 passed amending covenant 7.3. Covenant 7.3 shall now read as follows...

7.3 Annual Assessment. The annual assessment shall be \$225.00 per home.



NOTARY



HOA PRESIDENT



WITNESS

