

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
GREYSTONE SUBDIVISION

INSTRUMENT # 00719839  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2009 APR 08 12:26:16 PM  
COB PKB OTHER

*Deputy Clerk*  
DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 7<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"); and

**GREYSTONE HOMEOWNERS ASSOCIATION, INC.**, a Louisiana non-profit corporation that is domiciled in East Baton Rouge Parish, herein represented by its undersigned officer, duly authorized pursuant to a corporate resolution that is on file and of record in Ascension Parish,

who declared that Appearers are the owners of the immovable property hereinafter described, and, by this act, impose upon the property the restrictions, conditions, liens and servitudes hereinafter set forth.

**1. PURPOSE**

The purpose of these restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The immovable property described herein is hereby subjected to the conditions, covenants, restrictions, reservations, servitudes, liens and charges herein set forth to insure the best use and most appropriate development and improvement of each building site thereof; to protect owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets; and in general to provide adequately for quality improvements of the property and thereby enhance the values of investments made by purchasers of building sites therein.

**2. THE PROPERTY**

2.1 The immovable property now owned by Appearers and referred to herein is described as follows, and is subject to the covenants, conditions and restrictions set out herein:

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.

2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

**3. IMPROVEMENT RESTRICTIONS**

3.1 There is hereby created Greystone Subdivision Council (The "Council") to be composed of two individuals. The initial members of the Council shall be appointed by Appearers and shall serve for three years, and their successors shall be appointed by Appearers until such time as all the lots are sold or an act executed by Appearers and recorded in the official records of Ascension Parish releases this right to the other lot owners in the subdivision. The Council shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

Jeffrey F. Willie  
5638 Superior, Suite C  
Baton Rouge, Louisiana 70816

Bobby G. Willie  
5638 Superior, Suite C  
Baton Rouge, Louisiana 70816

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 finally approved lodged permanently with the Council.

3.3 One set of plans, including plot plan, must be submitted for Council approval.

3.4 No house shall be erected, altered, placed or permitted to remain on any one of the said lots other than one detached single family dwelling not to exceed one and 1/2 stories in height, a private garage or carport for not more than two cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouses and/or gazebos. If any part of a garage is located on the front 1/2 of the respective lot, it must have a metal garage door and the exterior material facing the street must be the same exterior material as on the house. Detached structures may be constructed only with the prior written approval of the Council, evidenced by a majority vote thereof.

3.5 In the event the Council fails to approve or disapprove within 30 days after any matter, including plans and specifications, have been submitted to it, approval shall not be required by the Council; however, all other provisions shall continue to apply.

3.6 No residence shall be erected on any lot in Greystone Subdivision containing, exclusive of porches, breezeways, garages and carports, less than 1,400 square feet of living area.

3.7 Unless approved in advance by the Council (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than 5 feet to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

3.8 Any residence erected, placed or altered shall be constructed exteriorly of 60% brick, stucco or drivit, and no more than 40% of the exterior, at the discretion of the Council, may be other building material. All painted exteriors must have at least 2 coats of paint.

3.9 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence.

3.10 No garage apartment shall be built on any of said lots.

3.11 Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the final plat of Greystone Subdivision.

3.12 Only one residence is allowed per lot.

3.13 No lot or lots shall be sold except with the descriptions as shown on the plat of the subdivision referred to above; provided, however that any lot or lots may be subdivided or replatted with the written consent of the Council, evidenced by a majority vote thereof.

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.

3.15 No detached structure may be constructed without first having been approved by the Council. Any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.

3.16 Sodding and landscaping of the front yard shall be installed within 60 days of occupancy of the residence.

3.17 No boats, vehicles, campers, or trailers of any kind, or parts of appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any lot, except in the garage, and in no event shall the same be kept, stored, repaired, or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision.

3.18 When a residence is built on any lot, the owner, at his sole expense, shall purchase and install only the mailbox designated by the Council. The maintenance thereof shall be the sole responsibility and cost of each respective owner.

#### 4. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

4.1 Structures in Greystone Subdivision shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses, offices for the conduct in the home of occupations such as medical offices, retail or wholesale shops of any kind, for schools, churches, assembly halls or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance.

4.2 No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.4 above.

4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free from noxious odors and insects.

4.4 No sign of any kind, except standard real estate signs, shall be displayed to the public view, on or from any building site without the prior consent of the Council or its agents.

4.5 No noxious or offensive activity shall be carried on, nor shall anything be done which may become an annoyance or nuisance to the other owners.

4.6 Nothing shall be altered or constructed in or removed from common landscape areas, if any, without the prior written consent of the Council.

4.7 There shall be no storage or obstructions placed or parking on any common landscape areas, if any, without the prior written consent of the Council.

4.8 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification are enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.9 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Lot owners shall keep all lots mowed at all times and free from rubbish, trash, debris and noxious weeds in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees.

## 5. CIVIC ASSOCIATION

5.1 Powers and Purpose. For the efficient preservation of the values and amenities in the Property, as soon as a Lot becomes a Home under these restrictions, the powers of administrating and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions, and collecting and disbursing the assessments and fines created by these restrictions shall be vested in Greystone Homeowners Association, Inc. ("the Association"). The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association, which are filed with the Louisiana Secretary of State, and in any By-Laws of the Association, as they may from time to time be amended. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association and the transfer of title to the Common Property on the terms and conditions set forth herein.

5.2 Membership. Every Owner of a Lot, including the Developer, shall be a member of the Association.

5.3 Voting Rights. The Association shall only 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 an Owner. 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.

## 6. COMMON PROPERTY

6.1 Definition. The areas designated as Tracts CA-1 and CA-2 on the 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 (hereinafter referred to as the "Common Property"), have been dedicated for recreational purposes for the common use and enjoyment of the lots owners of Greystone Subdivision.

6.2 Dedication and Transfer of Title. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these restrictions, the Developer does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Property, to have and to hold the Common Property in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Property.

6.3 Owner's Servitudes of Enjoyment. Every Owner of a Home and Developer (and all designees, successors and assigns of Developer) shall have a right and servitude of enjoyment in and to the Common Property owned now, or in the future, by the Association and such servitude shall be appurtenant to and shall pass with the title to every Home, subject to the following provisions:

- (a) the right of the Association, in accordance with the Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage the Common Property or any portion thereof. In the event of a default under any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Owners, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored;

- (b) the right of the Association to publish and enforce rules governing the use of the Common Property;
- (c) the right of the Association, as provided by its Articles and By-Laws, to suspend the enjoyment of any Owner for any period during which any assessment remains unpaid;
- (d) the right of the Association to take such steps as are reasonably necessary to protect the Common Property from and against foreclosure;
- (e) the right of the Association to set and charge reasonable admission and other fees for the use of the Common Property; and
- (f) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners, provided that no such dedication or transfer, determination as to purposes or as to conditions thereof, shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.

6.4 Use of Common Property. The Common Property is private property dedicated to the use of the Owners. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Property except for maintenance purposes. Horseback riding is prohibited on the Common Property. The discharge of firearms and the discharge of fireworks is prohibited on the Common Property. Common Property may not be used as a dumping place for grass clippings, limbs, and other refuse.

## 7. MAINTENANCE ASSESSMENTS

7.1 Creation of Assessment. Each Owner of a Home, by recordation of an act transferring title of a Lot to said Owner and construction of a residence to qualify the Lot to be classified as a Home under these restrictions or by recordation of an act transferring title of a Lot which already qualifies as a Home to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and cost of collection thereof as hereinafter provided, shall be both a real obligation associated with each Home and also a personal obligation of the Owner of each Home at the time when the assessment fell due.

7.2 Purpose of Assessment. Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Property. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Property and for repairs and additions to, and replacement of, the Common Property and improvements located thereon or used in connection therewith, including, without limitation, keeping cul-de-sacs and Common Property mowed and free of litter and debris, maintaining the entrance to the subdivision, and maintaining the subdivision sign, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Property in any way connected with the fulfillment of the purposes set forth above.

7.3 Annual Assessment. The annual assessment shall be \$100.00 per Home.

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 designated capital 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 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 Assessments. The Association may change the annual assessments for any period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting 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 Owners, 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 meetings may be called, subject to the notice requirement set forth in this Section, and the required quorum at any such 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.

7.7 Date of Commencement of Annual Assessments. The annual assessment shall commence on the first of the month following the date of this act. The assessment shall be collected in advance and prorated for the remainder of that calendar year. The assessments for each subsequent year become due and payable in advance for the year on January 1 of that year.

7.8 Duties of the Board of Directors Regarding Assessments. The Board of Directors of the Association shall keep a roster of the Homes and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable

notice to the President of the Association. Written notice of the assessment shall thereupon be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there stated to have been paid.

7.9 **Effect of Non-Payment of Assessment.** If any assessment, or 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 costs 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, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, 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 an 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 have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the 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.

7.10 **Exempt Property.** The following property subject to this Declaration shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by any of the Appearers, for as long as said Lots are owned by any of the Appearers;
- (b) any Lot which does not qualify as a Home under these restrictions;
- (c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use; and
- (d) all Common Property.

Except as provided above, no Home shall be exempt from any assessment. Until a Lot becomes a Home under these restrictions, there may be no legally enforceable assessment or fine allowed against Lots or on Owners of Lots. Any agreement to impose legally enforceable assessments or fines on Lots, or Owners of Lots, which are not Homes may be imposed only by amendment to these restrictions in accordance with the terms of these restrictions.

7.11 **Resubdivision.** In the event the resubdivision of two or more Lots results in existence of less than the number of Lots included in the resubdivision, each Lot created by such a resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Home assessment plus the product of the amount of a regular Home assessment and the ratio of the total square footage of the resulting Lot to the total square footage of the Lots included in the resubdivision, once the resulting Lot becomes a Home under these restrictions, provided, however that no reduction in any assessment shall ever be made as a result of any resubdivision.

## 8. MISCELLANEOUS PROVISIONS

8.1 **Duration.** These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years.

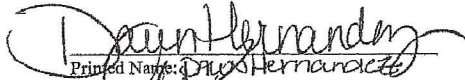
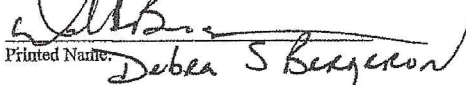
8.2 **Amendment and Termination.** Any amendment to or termination of these restrictions shall only be by written act executed by a majority of the then Owners of all Lots.

8.3 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or the Council, to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to seek injunctions to prevent him or them from so doing or to recover damages or other amounts for such violation. Any purchaser of any lot in Greystone Subdivision shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek injunctive relief or damages or such other relief as may be available. Failure of any person, firm or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


8.4 Invalidation of any one of these stipulations or restrictions, or a part thereof, by judgment or court order, or as herein provided, shall in no way affect any other provisions herein contained, which other provisions shall remain in full force and effect.

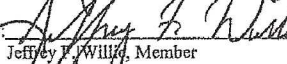
THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after first reading the whole.

WITNESSES:


  
Printed Name: Dawn Hernandez  
  
Printed Name: Debra S Bergeron

JBW Properties, L.L.C.

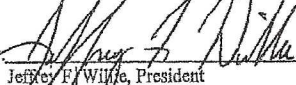
By:   
Bobby G. Willie, Member

By:   
Jeffrey F. Willie, Member

B. WILLIE & ASSOCIATES, INC.


By:   
Bobby G. Willie, President

LA RESIDENTIAL PROPERTIES, INC.

By:   
Jeffrey F. Willie, President

GREYSTONE HOMEOWNERS ASSOCIATION, INC.

By:    
Duty Authorized Representative

  
Notary Public  
Printed Name: MAN W SCHWEN  
Notary ID/Bar Roll No. 14427