

**AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
HOLLY GARDENS SUBDIVISION**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

**BEFORE ME**, the undersigned Notary Public, personally came and appeared:

**MAURIN I, LLC**

a Louisiana Limited Liability Company organized under the laws of the State of Louisiana by act executed on October 20, 2005, and filed for record on October 24, 2005, in the office of the Secretary of State for the State of Louisiana; Domiciled in the Parish of Tangipahoa, State of Louisiana, whose mailing address is 800 Pecan Street, Hammond, LA 70401. Said Maurin I, LLC, is represented herein by Darryl D. Smith, its Managing Member, duly authorized by virtue of a certificate of authority, which is dated October 20, 2005, and recorded at COB 1034, Page 198, No. 703640 and made a part hereof, (hereinafter referred to as "Declarant.")

Who after being duly sworn, declared that:

**WITNESSETH:**

**WHEREAS**, Declarant is the owner and developer of certain real property known as HOLLY GARDENS Subdivision, described in Exhibit A attached hereto and made a part hereof and desires to create thereon a planned residential community, and other common areas for the benefit of the said community; and

**WHEREAS**, Declarant intends to develop the property as HOLLY GARDENS SUBDIVISION, in accordance with the plan of Dennis L. Gowin, P.L.S. dated January 6, 2010 and filed in the office of the Clerk of Court for the Parish of Tangipahoa, State of Louisiana at COB \_\_\_\_\_, page \_\_\_\_\_, Instrument Number \_\_\_\_\_ on \_\_\_\_\_, 2010.

**WHEREAS**, Declarant desires to provide for the preservation of the values and amenities in said community; and, to this end, desires to subject the real property described in Exhibit A, together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

**WHEREAS**, Declarant has deemed it desirable for the said efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS**, Declarant has incorporated under the laws of the State of Louisiana, as a non-profit corporation, HOLLY GARDENS, for the purposes of exercising the functions aforesaid:

**NOW THEREFORE**, the Declarant hereby declares that all of the property described in Exhibit B and any additional property subjected to this Declaration by Supplemental Declaration (as defined in Article I below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner of any portion of the properties.

## ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 **"Association"**: Shall mean and refer to the HOLLY GARDENS HOMEOWNERS ASSOCIATION, INC., a Louisiana non-profit corporation, its successors and assigns, (hereinafter referred to as HGHA).

1.2 **"By-Laws"**: The By-Laws of HOLLY GARDENS HOMEOWNERS' ASSOCIATION, INC., as they may be amended.

1.3 **"Class "B" Control Period"**: Shall be the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as provided in Section 3.2

1.4 **"Common Properties"**: Means and refer to the following reserves, as shown on the Recorded Plat and Amendments thereto which are restricted to Green Space use:

G1, G2, G3 and G4

together with any lot or part of a lot that may, in the future, be dedicated as such by the Developer.

"Green Space areas" are those areas identified as such on the said plat of subdivision which creates an easement for the benefit of the lot owners of HOLLY GARDENS SUBDIVISION, restricted from motor vehicular use, for the use of pedestrians, bicycles, and/or for beautification. No buildings are to be constructed within these Reserved Areas. Buildings may only be constructed for a specific common use of the subdivision as may be designated by the HGHA or the Declarant.

1.5 **"Construction And Sale Period"** shall mean that period of time during which Declarant is developing the Property and selling Lots and/or residential dwellings, which time period shall extend from the date hereof until such time as the Declarant transfers title to all of the Lots and/or residential dwellings subject to this Declaration.

1.6 **"Declarant"**: MAURIN I, LLC, a Louisiana LIMITED LIABILITY COMPANY, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit B for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.7 **"Lot"**: Shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Area Properties as heretofore defined.

1.8 **"Member"**: Shall mean and refer to all those Owners who are members of the Association as provided in Article 3.1, hereof.

1.9 **"Owner"**: Shall mean and refer to the recorded owner whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding, any applicable theory of the mortgage, shall not mean to refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.10 **"The Properties"**: Shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

1.11 **"Protected Tree"**: Any tree located on a lot that has a diameter of six (5") inches or greater as measured TEN (10') feet above the ground surface.

1.12 **"Regular Assessments"**: Assessments applicable for a given year for the purpose of defraying regularly occurring and general maintenance cost of the common areas of the subdivision and the operating expenses of the WEST COUNTRY CLUB HOMEOWNERS' ASSOCIATION.

1.13 **"Special Assessments"**: Assessments applicable for a given year for the purpose of defraying the cost of construction of capital improvements.

1.14 **"Specific Assessments"**: Are costs incurred in bringing a said Lot into compliance with the terms of this Declaration.

1.15 **"Supplemental Declaration"**: Means and refers to those amendments made by the Association from time to time as provided under Section 2 of Article II hereof.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION/ PRIVATE STREETS, SERVITUDE OF PASSAGE

2.1 **Property Subject to Declaration/Additions Thereto.** The real property covered by this Declaration is described in Exhibit A attached hereto and incorporated herein by reference. For purposes of this Declaration such real property is designated as First Filing on the final plat of subdivision. All of the properties and any right, title, or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant, and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens hereafter set forth. Additional properties may be added hereto in the following manner:

- (a) If Declarant or any other person, firm or corporation is the Owner of any property which it desires to add to the scheme of this Declaration, it may do so by filing of record a Supplemental Declaration, which shall extend the scheme of these covenants and of this Declaration to such property, PROVIDED HOWEVER, that such covenants and restrictions as applied to the property which is so added may be altered or modified by said Supplemental Declaration, and PROVIDED FURTHER, if property is added to the scheme of this Declaration by any person, firm, or corporation other than Declarant, the Association, acting through its Board of Directors, must give written consent thereto. Properties may be added to the scheme of this Declaration whether or not such properties are contiguous to the properties covered by this Declaration. Each Supplemental Declaration shall include a geographical description of the property added and shall designate said area so as to differentiate each respective area from other areas within the Properties.
- (b) Upon a merger of consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or provide an addition to the covenants established by this Declaration pertaining to The Properties except as herein provided.

2.2 Private Streets, Servitude of Passage. All of the streets, drives, courts, and cul-de-sacs shown on the plan of Subdivision fronting all of the Lots in the subdivision shall be private streets, drives, courts, and cul-de-sacs as indicated on the plan of subdivision. The City of Hammond, the State of Louisiana, and the public in general shall have no interest or rights therein. Said streets, drives, courts and cul-de-sacs are not intended to be dedicated in any manner to the City of Hammond, the State of Louisiana, the public in general or to public use. Ownership and fee title to said streets, drives, courts, and cul-de-sacs shall remain in MAURIN J. L.L.C., its successors, transferees or assigns and are reserved by and excluded by MAURIN J. L.L.C. Said ownership and fee title to said streets, drives, courts and cul-de-sacs are not conveyed or transferred herein or hereby. Nothing in this Supplemental Declaration or on said plans is intended to dedicate in any manner said streets, drives, courts, or cul-de-sacs fronting all of the Lots in the subdivision, to the City of Hammond, the State of Louisiana, the public in general or to public use. The filing of the Plan of Subdivision and/or the sale of property or Lots by MAURIN J. L.L.C. its successors or assigns, by reference to or according thereto shall not in any manner dedicate said streets, drives, courts, or cul-de-sacs to the City of Hammond, the State of Louisiana, the public in general or to public use.

There is hereby granted and established by designation in favor of each and every Lot in the Subdivision, each and every present and future Owner of a Lot in the Subdivision, his heirs and assigns, a non-exclusive perpetual servitude of passage and of ingress and egress on, over and across all of the streets (including all drives and courts) and the street rights-of-way located in the Subdivision, as shown on the Plan of the Subdivision. The servitude in favor of each such Lot or grantee shall be a separate and distinct servitude. There is further granted and established by designation in favor of each and every Lot, each and every present and future owner of a Lot in the remaining Phases of the Subdivision, the Declarant, and the Association, their heirs, successors and assigns, a non-exclusive, perpetual servitude of passage and of ingress and egress on, over, and across all of the streets (including drives and courts) and the street rights-of-way located in the Subdivision, as shown on the Plan of Subdivision. Said servitude in favor of each Lot or grantee shall be a predial servitude which shall be exercisable by the Owner of such Lot or grantee and his agents, employees, contractors, licensees, invitees, and guests. Each and every such servitude of passage and of ingress and egress shall permit and allow the grantee thereof (i.e., the Lot, the Owner of the Lot or the grantee) and his agents, employees, contractors, licensees, invitees and guests, the non-exclusive use and right of passage, together with others, of said streets and sidewalks, if the latter are required, within the said street rights-of-way for access to and ingress to and egress from every Lot and/or Common Area, which said use shall be determined by law, these Subdivision restrictions, and rules and regulations as promulgated by the Association from time to time. In no event shall any such Lot or Owner of a Lot or grantee be deprived of egress from or ingress to his Lot over the said streets in the Subdivision. The aforesaid servitudes established in this Article shall not be subject to termination or amendment by or upon any termination or amendment of this Supplementary Declaration. The servitudes hereinabove established in this Article shall encumber and include, without limitation, all of the following streets, drives, courts, and cul-de-sacs shown on the Plan of Subdivision, to wit: Garden Lane. Any person who shall cease to be a Lot Owner and Association member shall lose his servitude rights under this Article.

It is expressly provided that Declarant, its successors or assigns, shall have the right to grant additional servitudes for passage, ingress, egress, utilities and/or other purposes in, on, over, under and across the said streets and street rights-of-way located in the Subdivision and/or shown on the Plan of Subdivision, to such entities, properties and/or persons as it shall determine, which such grantees shall have the right to use and enjoy the said street rights-of-way and streets in addition to and together with the grantees of the servitudes hereinabove established and without hindrance from said grantees, regardless of when their rights shall be recorded. In addition, Declarant reserves the right for itself, its successors and assigns, to use and enjoy the said streets and street rights-of-way in addition to and together with all of said grantees. It is understood that other servitudes, such as servitudes for utilities, have been granted which affect the said street rights-of-way. The grantees of the servitudes hereinabove established shall cooperate with such other servitude grantees in the use and enjoyment of the servitude areas, streets and street rights-of-way.

An Owner of a Lot in the Subdivision and his respective agents, employees, contractors, licensees, invitees and guests shall at no time obstruct or in any way interfere with free passage on, over or across the said streets and street rights-of-way and that portion of the rights-of-way on which sidewalks, if required, may have been constructed.

However, the Declarant or its successors and assigns, the Association or its successors and assigns, and/or any utility company, entity or governmental agency in carrying out its rights, duties or obligations to install, maintain, repair or replace the improved streets or any utility within the Subdivision or streets, may reasonably temporarily obstruct or interfere with the said use of passage, and of ingress or egress, on, over or across said streets and street rights-of-way. The Association shall also have the right to protect and preserve the private nature of the said streets in the Subdivision by reasonable means, including without limitation, by reasonable rules and regulations, by gatehouses, security gates, check points, guard rails and similar devices located in the street right-of-way or otherwise.

Maintenance and repair of the streets shown on the subdivision plat shall be the responsibility of the Holly Gardens Homeowners Association, Inc. and its Articles of Incorporation or By-laws shall provide for assessments which shall be made under the above definition of "Regular and Special Assessments," made per lot owner upon purchase of the lot and periodically thereafter. Until the sale of said lots, Declarant shall remain responsible for upkeep of the streets up to and including the period of seven (7) years from the date of this Declaration.

### ARTICLE III

#### THE ASSOCIATION/ MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

##### 3.1 The Association.

###### (a) Organization.

1. The Association is or will be organized as a Louisiana corporation pursuant to the Louisiana Nonprofit Corporation Law, LSA-RS 12:201, et seq. The Association is or will be charged with the duties and vested with the rights and powers provided by law, together with those duties, rights and powers set forth in the Founding Documents. In the event there should exist any ambiguity in any provision of the Articles, Bylaws, or Supplementary Declarations, then such provision shall be construed, to the extent possible, so that such provision shall be consistent with the applicable or analogous provisions of this Declaration.

2. In the event that the Association is dissolved as a corporate entity, a non-profit unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights, powers and duties of the Association. The affairs of such unincorporated association shall be governed by the laws of the State of Louisiana and, to the extent not inconsistent therewith, by the Founding Documents, as if those documents were created for the purpose of governing the affairs of such unincorporated association.

3. Subsidiary Corporations. The Association shall have the right to form one or more subsidiary corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board. Without limiting the generality of the foregoing, one or more subsidiary corporations may be formed for the operation and maintenance of any specific area or to perform any function within the Properties. However, such subsidiary corporation shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Members.

(b) Ownership of Common Areas. The Common Areas shall be owned and/or administered by the Association for the use, enjoyment, and convenience of the members, and for the purposes, and subject to the restrictions and limitations, set forth in the Governing Documents.

(c) General Duties and Powers. The Association is empowered with the duties and powers found in the Founding Documents. Without limiting the generality of the foregoing, the Association shall have the further duties and powers specified in this Article.

(d) Further Duties of the Association. In addition to all duties and obligations of the Association set forth in the Founding Documents, the Association shall have the following obligations:

1. To enforce the provisions of the Governing Documents by appropriate means and to carry out the obligations of the Association thereunder;
2. To accept all right, title, and interest in and to the Common Properties conveyed to it;
3. To manage and otherwise administer the Common Properties. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control for the benefit of the Members of the Common Properties conveyed to it and all improvements on the Common Properties (including furnishings and equipment related to those improvements). The Association shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set by the Association.
4. To pay, to the extent not assessed to its Owners, all real and personal property taxes and other assessments levied upon any portion of the Properties owned or administered by the Association;
5. To provide and administer the appeals process as provided herein;
6. To obtain and maintain in its own name, to the extent available, such policies of insurance as the Board shall deem necessary;
7. To prepare an estoppel certificate that shall set forth any assessments and charges due upon any Lot at time of conveyance, and certify whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place and time of closing as set forth in the notice thereof to the Board from the contract seller. Outstanding Assessments, if any, and a reasonable charge to cover the fees and other costs of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

(e) Further Powers of the Association. The Association is further empowered to engage in any lawful activity for which corporations may be formed under the Nonprofit Business Corporation Law of Louisiana; exercise all of the powers set forth in the Founding Documents; and do and perform any and all acts that may be necessary or proper to benefit the Members or for the exercise of any of the express powers of the Association, including, without limitation, the following:

1. To contract and pay for costs incurred in the exercise of its duties, rights and powers;
2. To fix, levy and collect Assessments as provided herein;
3. To grant and convey easements, rights and/or servitudes over and to the Common Properties as may become necessary or desirable as determined by the Board of Directors in its sole discretion and as provided herein;
4. To pay the Common Expenses;

5. To pay and discharge any and all liens from time to time placed or imposed upon any portions of the Properties owned by it, or any improvements thereon, including but not limited to any liens so placed or imposed on account of any work done or caused to be done by the Association in the fulfillment of any of its obligations, powers, rights or duties;
6. To cause such improvements and additions to be made to the Common Areas and all facilities associated with such areas, and to provide such services, take such action and do such things as the Board shall determine to be necessary or desirable;
7. To exercise such servitudes granted the Association in the Founding Documents, as the Board may deem desirable or necessary;
8. To employ the services of a manager or other persons and to contract with independent contractors or managing agents to manage, conduct or perform its day-to-day affairs;
9. To review and modify, approve or disapprove architectural standards proposed by the Architectural Review Committee;
10. To acquire, own, hold, improve, maintain, manage, lease, pledge, mortgage, hypothecate, convey, transfer or dedicate interests in real or personal property for the purposes of management of the Properties, administration of the affairs of the Association, or benefit of the Members, subject to the provisions of the Founding Documents.

(f) **The Board of Directors.** All rights, duties and powers of the Association shall reside in and be exercised by the Board which shall be elected pursuant to the provisions of the Founding Documents. The Board shall cause the Association to comply with its obligations herein. The rights, powers, and duties of the Association shall be exercised or performed upon the affirmative vote of the Board in accordance with its Founding Documents. Minutes of the meetings of the Board shall be kept, and a copy of such shall be available for inspection by any Member during business hours at the principal office of the Association. A copy of any Board resolution shall be entered in the Book of Resolutions.

(g) **Delegation of Board Power.** The Board shall have the right to delegate, to the extent permitted by the Founding Documents, to committees, officers, employees or agents any of its duties and powers under the Governing Documents; provided, however, that no such delegation shall relieve the Board of its obligation for its assigned duties.

(h) **Association Rules.** The Board shall have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable and as provided in the Founding Documents. The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of property, including Common Areas, and any activity, conduct, condition or thing located in or upon any Lot, provided, however, that the Association Rules shall not be inconsistent with the Founding Documents. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be kept as a part of the Book of Resolutions. Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Members. A copy of the Association Rules, as adopted, amended or repealed, shall be available at the principal office of the Association to each Member and Institutional Lender upon request. In the event of any conflict between any such Association Rule and any provisions of the Founding Documents, the provisions of the Association Rules shall be deemed to be superceded by the provisions of the Founding Documents, to the extent of any such conflict.

(i) **Limitation of Liability.** Neither the Association nor the Declarant shall be liable to any Member or to each other for any reason, including but not limited to any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to person or property caused by the elements, or resulting from Common Areas or community facilities, or from any wire, pipe, drain, conduit or the like, unless otherwise provided by law or the Founding Documents. Neither the Association nor the Declarant shall be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Areas or other properties owned or administered by the Association. The Association shall indemnify and hold harmless its directors and/or officers and/or any members of its committees or subsidiary corporations from any acts or omissions by any of them, within the scope of their authority, in the course of exercising their rights, powers or duties as set forth under the Founding Documents. No diminution or abatement of assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Properties, nor from any action taken by the Association or the Declarant to comply with, or to exercise any right, power or duty under, the Governing Documents, any applicable law or ordinance or with the order or directive of any state, parish, municipal or other governmental authority.

3.2 **Membership.** Every person or entity who is a record owner of a fee interest or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the HOLLY GARDENS HOMEOWNERS ASSOCIATION, INC., provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.3 and all such co-owners shall be jointly, severally and in solido obligated to perform the responsibilities of Owners. The membership of an Owner which is not a natural person may be exercised by an officer, director, member, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3 **Voting.** The Association shall have two classes of membership, Class "A" and Class "B".

**Class "A".** Members shall be all Owners except the Class "B" Member. Class "A" Members shall have one equal vote for each Lot in which they hold an interest required for membership in Section 3.2; provided, there shall be only one vote per Lot and shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**Class "B".** The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, includes the right to approve, or withhold approval of, actions proposed under this Declaration, the Bylaws and the Articles of Incorporation. The Class "B" Member may appoint a majority of the members of the Board of Directors during the Class "B" Control Period.

The Class "B" membership shall terminate upon the earlier of,

- (1) two (2) years after expiration of the Class "B" Control Period pursuant to the Bylaws; or
- (2) when, at its discretion, the Declarant so determines and declares same in a recorded instrument.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

3.4 **Suspension of Voting Rights.** The Board shall and does have the authority to suspend the rights of any Owner to vote in any meeting of the Owners or Members for any period during which the payment of any Assessment against such Owner and the real property owned by such Owners or monies due the Association remains delinquent. Any suspension for nonpayment of any Assessment or monies due is not a waiver or discharge of the Owner's obligation to pay Assessments or any monies due provided for herein.

#### ARTICLE IV ASSESSMENTS BY THE ASSOCIATION

4.1 **Creations of the Lien and Personal Obligation of Assessment.** Each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association: (1) Regular Assessments of charges; (2) Special Assessments for capital improvements; (3) Specific Assessments for bringing any Lot in compliance of the Declaration, to be fixed, established, and collected from time to time as hereinafter provided. The Regular, Special Assessments, and Specific Assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof is hereinafter provided, shall also be the personal obligation of the persons or entity who was the Owner of such property at the time the assessment fell due.

4.2 **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties, for the enforcement of these restrictions, and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereof and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management, maintenance and supervision thereof.

4.3. **No Liability of Declarant for Assessments.** Declarant is not obligated or required to pay Assessments on any Lot or properties owned by Declarant.

(a) **Declarant's Performance of Association Obligations.** Declarant shall have the right, to be exercised in its sole discretion, at any time and from time to time, to perform the operation and maintenance obligations (or any part or portion thereof) of the Association, and to receive for such performance of obligations that portion of the assessments collected by the Association therefor.

(b) **Declarant's Option.** Notwithstanding anything to the contrary, as long as Declarant (or any of its affiliates) is the Owner of any Lot or properties within the Property, Declarant shall have the option, in its sole discretion, to fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners. Declarant is not obligated or required to fund any deficit. The deficit to be paid shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees), and (b) the sum of all monies receivable by the Association (including without limitation, Assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Any sums advanced by Declarant shall be considered loans or advances reimbursable by the Association to Declarant. Further, neither Declarant nor its assignees or successors, shall ever be obligated or required to pay a Regular, Special or Specific Assessment.

4.4 **Regular Assessments.** Each Owner of each Lot shall pay to the Association a Regular Quarterly Assessment of \$75.00 per Lot, payable in advance for each quarterly period, on the 1<sup>st</sup> day of January, April, July and October of each year during the term hereof. In the event of any conveyance or transfer of any Lot, the proration of any prepaid assessment shall be the responsibility of the transferor and transferee, and under no circumstances shall the Association be liable for the refund of any assessment. The rate of annual assessment may be changed as provided in Section 4.5 hereof.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment of any year at a lesser or greater amount. The Association may not accumulate an excess surplus at the end of any year which is more than two times the maximum permissible annual assessment for that year. The Board of Directors shall, should excess surplus (as above defined) exist at the end of any year, reduce the next total annual assessment by an amount at least equal to said excess surplus. Any Lots which are permitted to be consolidated pursuant to the terms of Section 6.2 of Article VI hereof, shall be deemed to be one Lot effective as of January 1 of the year following the year in which such Lots are consolidated, for purposes of determining the annual assessment with respect to such consolidated Lot, and shall be assessed as one Lot beginning with the year after consolidation.

4.5 **Change in Regular Assessments.** At least sixty (60) days before the beginning of each fiscal year, the Board of Directors shall prepare an annual budget covering the estimated Common Property Expenses during the coming year. Regular Assessments shall be levied equally against all Lots and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total annual budgeted Common Property Expenses, which annual amount will be adjusted to four (4) equal quarterly payments due.

Once the annual budget has been prepared as provided for in Section 4.5, above, the Board of Directors of the Association shall fix the amount of the Quarterly Regular Assessments against each Lot for each assessment period of at least thirty (30) days prior to the beginning of the fiscal year which it is to be effective and, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto by December 1st of that year.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate 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 therein stated to have been paid.

4.6 **Date of Commencement of Regular Assessments: Due Date.** The regular (quarterly) assessments provided for herein shall commence on the first day of January of the year 2011. Billing Statements for assessments shall be mailed to each Member on a quarterly basis. Payment shall be due within thirty (30) days of the date of the Notice of Regular Assessment.

4.7 **Special Assessments.** In addition to the Regular Assessments authorized by Section 4.3 hereof, the Association may, by a vote of the Board of Directors, levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement within the common properties including but not limited to storm water facilities and drainage easements, structures, buildings, roads, gates, landscaping, landscape sprinkler system and for the necessary fixtures and personal property related thereto, and/or the cost of installation, maintenance and operation of the architectural entry lighting system and/or for carrying out other purposes of the Association as stated in its Articles of Incorporation.

4.8 **Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

From time to time during the first fiscal year and at any time thereafter, the Board may establish and levy against an Owner and his/her Lot, Specific Assessments for any reason, provided or authorized by the Governing Documents. Specific Assessments may also include, but shall not be limited to, any other charge designated as a Specific Assessment in the Governing Documents.

Additionally, the Board shall levy a Specific Assessment against a Lot and its Owner for and in the amount of:

- (a) All costs or expenses incurred by the Association in the maintenance, repair, operation, completion, restoration, improvement or addition to or of such Lot or Improvements on such Lot, including fines and deposits established by the Architectural Review Committee;
- (b) All costs or expenses of the Association incurred in bringing a Lot and the Owner of such Lot into compliance with the provisions of the Governing Documents, including fees levied by the Association or the Architectural Review Committee in accordance with the Governing Documents;

(c) All costs or expenses of the Association incurred in connection with the repair or restoration of any Common Area, or any Improvements thereon caused by such Owner and his/her family, guests or invitees;

(d) Attorneys' fees, interest, costs and other charges relating thereto as provided in this Declaration.

#### 4.9 Nonpayment of Assessments.

(a) Delinquency.

Any Assessment provided for in this Declaration that is not paid when due shall be delinquent on said date (the "Delinquency Date"). If any such Assessment is not paid within a period of time set by the Board after the Delinquency Date, the Board may provide that a reasonable late charge per each delinquent Assessment be levied and the Assessment bear interest from the Delinquency Date at the maximum rate permitted by law. The Association may, at its option, and without waiving the right to foreclose its lien against the Lot and/or Unit, pursue any available remedies, including, without limitation, bringing an action at law against the Owner personally obligated to pay the same. Upon compliance with the notice provisions set forth in Section 3 of this Article VI, the Board may add to the amount of such Assessment interest and late charges, in addition to all costs and attorneys' fees incurred in connection with such action. In the event a settlement of the dispute or judgment is obtained, such settlement of the dispute or judgment may include said late charges, interest, and an attorney's fee, together with the costs of the action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owner for the collection of such delinquent assessments.

(b) Acceleration.

In addition to any and all remedies available under Section 1 of this Article VI, and elsewhere provided in this Declaration, and in the event any assessment is not paid within thirty (30) days after the Delinquency Date, all other Assessments which are provided for in this Declaration and all other Assessments which have been established by the Board and any and all installments thereof, whether or not any of the foregoing are due, may be accelerated at the option of the Board and be declared due and payable.

(c) Notice of Lien.

No action shall be brought to foreclose the Assessment lien or to proceed under the power of sale herein provided, or to file suit to enforce the lien, until thirty (30) days after the date a Notice of Claim of Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Unit, and a copy thereof is recorded by the Association in the proper public records of the Parish of Tangipahoa, State of Louisiana, which shall then constitute the Assessment lien against that Member's Lot. The Notice of Claim of Lien may be filed at any time after the expiration of the thirty (30) day period following the Delinquency Date. The Notice of Claim of Lien must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount then claimed, which may include interest on the unpaid Assessment at the maximum rate permitted by law, late charges, costs, and attorneys' fees in connection with the debt secured by said lien, and the name and address of the Association. This Notice of Claim of Lien includes and is continuing for assessments, interest, late charges, costs and attorneys' fees incurred and unpaid after the Notice of Claim of Lien is filed.

(d) Foreclosure Sale

The Assessment lien may be enforced by sale by the Association, its attorney or any other person authorized by the Board to make the sale after failure of the Owner to make the payments specified in the Notice of Claim of Lien within said thirty (30) day period. Any such sale provided for above is to be conducted in accordance with the applicable provisions of law. The Association, through its duly authorized agents, shall have the right to bid on the Lot, using Association funds or funds borrowed for such purpose, at the sale, and to acquire and hold, lease, mortgage, and convey the same. Such rights, however, are subject to the rights of prior Mortgagees of that Lot.

(e) Executory Process

Each Owner, by acceptance of a deed is deemed to confess judgment in favor of the Association in any proceeding brought by it to enforce the Assessment lien. It shall be lawful for, and each Owner by acceptance of a deed does hereby authorize the Association, without making a demand or putting said Owner in default, a putting in default being expressly waived, to cause the Lot or Lots encumbered by said Assessment lien to be seized and sold after due process of law. Each Owner waives the benefit of any and all laws or parts of laws relative to the appraisal of the Lot seized and sold under executory process or other lawful process. Each Owner further waives the demand for payment under executory process or other lawful process. Each Owner consents that said property be sold to the highest bidder for cash or on such terms as the Association may direct. Each Owner, by acceptance of a deed or other conveyance therefor, is also deemed to agree that in the event any proceedings are taken under this Declaration by executory process or otherwise, any and all declarations of facts made by authentic act before a notary public and in the presence of two witnesses by a person declaring that such facts lie within his/her knowledge, shall constitute authentic evidence of such facts for the purpose of executory process.

(f) Curing of Default

Upon the timely payment or other satisfaction of (a) all delinquent Assessments specified in the Notice of Claim of Lien, (b) all other Assessments, Compliance Deposits, or amounts, which have become due and payable with respect to the Lot as to which such Notice of Claim of Lien was recorded, (c) interest, late charges, costs, attorneys' fees and other expenses and costs of collection and preparation pursuant to this Declaration that have accrued, and (d) any other Assessments or amounts that have become due and payable to the Association for any other Lot or properties of the Owner, officers of the Association or any other persons designated by the Board are hereby authorized to file or record, as the case may be, an appropriate Release of Assessment Lien, upon payment by the defaulting Owner of a release fee, to be determined by the Association, to cover the costs of preparing and filing or recording such release.

(g) Cumulative Remedies

The Assessment lien and the rights of foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association may have hereunder or by law, including but not limited to a suit to recover a money judgment for unpaid Assessments and filing of a judicial mortgage as above provided.

(h) Subordination of Assessment Lien

If any Lot and/or Unit subject to a monetary lien created by any provision of this Declaration shall be subject to a prior recorded mortgage or lien: (a) the foreclosure of any such Assessment lien shall not operate to affect or impair the prior recorded mortgage or lien, and (b) the foreclosure of the prior mortgage or lien shall operate to extinguish the Assessment lien.

4.10. **No Reduction or Waiver of Assessments.** All Assessments shall be payable in the amount specified by the notice of Assessment and no Owner may reduce or vitiate any portion of any Assessment for any reason, including, without limitation the waiver of the use or enjoyment of any or all portions of the Common Areas, or by contention that the Association is not properly exercising its duties, rights or powers as provided in the Governing Documents.

4.11 **Accounting of Expenditures.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Properties, specifying and itemizing the maintenance and repair expenses of the Common Properties and any other expenses incurred. Such inspection of records by Lot Owners and the vouchers authorizing the payment thereof shall be available for inspection by any Lot Owner or any representative of a Lot Owner duly authorized in writing, at such reasonable times during normal business hours as may be requested by the Lot Owner.

Upon ten (10) days notice to the Board and payment of a reasonable fee, any Lot Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

4.12 **Exempt Properties.** The following realty is exempt from any Assessments, of any kind whatsoever, and from any lien: (1) all Common Properties (including any Greenbelt), (2) all utility plants, utility distribution, transmission and collection systems and (3) any real property owned or dedicated to any political subdivision. Further notwithstanding anything to the contrary, this Section may not be amended without the prior express written consent of Declarant.

## ARTICLE V SECURITY, INDEMNIFICATION AND INSURANCE

5.1 **Security.** The Association may, but shall not be obligated to, maintain or support certain activities within the Properties to make the Properties safer than they otherwise might be without such services. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system that may be installed for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and Committees, Declarant, and any successor Declarant, are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

5.2 **Indemnification.** The Association shall indemnify, hold harmless, and defend every officer, director, and committee member against all damages and expenses, including attorney's fees reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, including, without limitation, any and all claims for personal injury, death or property damage, except that such obligation to indemnify, hold harmless, and defend shall be limited to those actions for which liability is limited under the Louisiana Law of Corporations.

The officers, directors, and committee members, past and present, shall not be liable if they acted in good faith and in a manner they reasonably believed to be in good faith or not opposed to the best interests of the Association, nor reasonably believed such conduct to be unlawful.

The officers and directors, past and present, shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify, hold harmless, and defend each such officer, director and committee member from any and all liability to others on account of any such contract, commitment or action.

5.3 **Insurance.** The Association, acting through its Board of Directors or its duly authorized agent, shall obtain and continue in effect adequate insurance to cover the following:

(a) Blanket property insurance covering "risks of direct physical loss" for all insurable improvements on Common Properties to which it has assumed responsibility for maintenance, repair or replacement in event of casualty. All policies shall have sufficient limits to cover replacement costs of the insured improvements.

(b) Commercial general liability insurance on the Common Properties insuring the Association and its members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents or contractors while acting on its behalf. The policy shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage.

5.4 **Annual Review.** The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons. The Association shall take bids annually for insurance coverage and shall accept the lowest responsible bid.

5.5 **Premiums.** Premiums for all insurance on the Common Properties shall be considered a regularly occurring expense and shall be included in the Regular Assessments.

## ARTICLE VI

### DESIGN AND CONSTRUCTION, RULES AND REGULATIONS

6.1 **General.** The following requirements and design guidelines shall be used by the Architectural Review Committee (as designated in Article VII herein, and hereinafter referred to as the "ARC") to review and evaluate the application of plans and specifications for the development of each lot and the construction of the residential dwelling and other structures and improvements. As each prospective Owner consciously and diligently adheres to the requirements and guidelines outlined herein, the ARC shall make every reasonable effort to assist such Owner in accomplishing his desired goal. These requirements and design guidelines are as follows:

6.2 **Restrictions of Use of Lots.** Each Lot, or combination of Lots, shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. No more than one (1) dwelling, not to exceed ONE and one-half (1 1/2) stories in height together with a private garage or carport for no more than TWO (2) cars shall be located on any Lot, or combination of Lots. The main building must be constructed prior to construction of any accessory building unless specific approval is obtained. No lot may be re-subdivided or consolidated without the approval of the City of Hammond Planning Commission, and any other governmental entity or agency, and the ARC. The use of a portion of a dwelling as a home office by an owner shall not be considered a violation of this covenant if such use does not create regular or frequent customer, client, or employee traffic. The use of a dwelling or portion thereof for business meetings, entertainment, or the employment or business of the owner's employees, trustees, agents, clients, or customers shall not be considered a violation of this covenant if such use does not create regular or frequent customer, client or employee traffic.

No building or structure of a temporary character, such as an out-building, shed, shack, barn, tent, trailer, mobile, modular or prefabricated home, or any other structure or building, other than the residence built thereon and an enclosed structure to house a trailer, boat, camper, motor home, school and other buses or recreational vehicle, shall be placed or maintained on any Lot in the Subdivision either temporarily or permanently, nor shall any such structure of a temporary character be used as a residence, either temporarily or permanently. Any trailer, boat, camper, motor home, school and other buses or recreational vehicle must be stored in an enclosed permanent structure so as not to be visible from the street or open areas. Said enclosed structure and any screening used to restrict the visibility of the enclosed structure and any of the above named items, must be approved by the Architectural Review Committee.

Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, from time to time during the Construction and Sale Period, upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development and/or construction of any Improvements and/or sale of the Lots. This shall include, but shall not be limited to, storage areas, construction yards and model homes, and the activities associated therewith.

**6.3 Minimum Area Requirements.** The minimum allowable square feet of living area for all single-family residences shall be a minimum of 1200 square feet.

For the purposes of this Section, living area is defined as air conditioned and heated space.

**6.4 Building Setbacks (Front, Rear & Side Yards).** No building shall be located on any Lot within twenty five (25') feet from a front lot line (thereby creating a "Front Yard"), eight (8') feet from a side lot line (thereby creating a "Side Yard"), eighteen inches (18") on the opposite side yard, or ten (10') feet from the rear lot line (thereby creating a "Rear Yard"). No building shall be located within ten (10') feet of any platted adjacent public side street (thereby creating a "Corner Lot Side Yard"), should the building be located on a corner lot. For the purpose of this covenant, caves, steps and open porches shall be considered as a part of the building. Without limiting the foregoing, no portion of any building on any Lot shall encroach upon another Lot. If two or more Lots, or fractions thereof, are consolidated into a building site in conformity with the provisions of Section 6.26 these building setback provisions shall be applied to such resultant building site as if it were one original Lot.

**6.5 Elevations of Structures.** The minimum finished floor elevation of all residences shall be six (6") inches above the base flood elevation as established by the Federal Emergency Management Agency ("FEMA") in accordance with the rate map which is referenced on the final plat and/or any revised map. The maximum finished floor elevation of all residences shall be fifty-four (54") inches above the curb of the street immediately in front of the Lot. Lots may be filled by the Owner, however, no Lot may be filled to a level higher than twenty-four (24") inches above the curb of the street fronting such Lot. Thereafter, the slab shall be veneered through the use of brick ledges or other approved detail; provided however, the slab shall not be exposed more than eight (8") inches above the fill surrounding the base of the slab.

6.6 **Landscaping.** It is encouraged that as many existing trees as possible be preserved because of their environmental aesthetic value. No tree in excess of six (6") inches in diameter, as measured three (3') feet above the ground surface, shall be cut, removed or transplanted without the prior written approval of the ARC. (See Section 7.4(1) for requirements for tree clearing plan.) Also, before cutting any tree, property owners should take precautions as necessary to protect existing trees to be saved on the Lot as well as trees on adjacent Lots. Special consideration should be given by the Lot Owner to avoid removing or damaging any live oak tree when planning or constructing the residence and its appurtenances. Care should also be taken to limit dirt fill or other work so as to not impact or weaken any protected tree that is indicated to remain on the Tree Clearing Plan. In the event a Protected Tree is severely damaged or dies as a result of construction activity or other causes within the reasonable control of the Lot Owner as determined by the ARC, the Lot Owner will be required to replace the tree with one which will grow to the size and character of the damaged or dead tree. Sodding and landscaping of the front yard, and side yard for a corner lot, shall be installed within sixty (60) days from occupancy of the residence. Additionally, street right-of-ways immediately adjacent to the lot shall be returned to the condition, or better, which existed prior to commencement of construction within sixty (60) days from occupancy. No fence, wall or shrub planting which obstructs sight lines at elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points 25 feet from the intersection of the street property lines extended. Clearing of lots will only be allowed with submission of a corresponding plan submittal for construction of a new residence or other allowable structure.

6.7 **Fences.** All fences must be constructed with materials of high quality and workmanship and must be constructed in such a fashion so as to not obscure the view of adjacent owners. Fences shall conform to the architectural style of the dwelling when possible. Additionally, no chain link, barbed wire, net wire or other hazardous material shall be used in fence construction. Fences shall not exceed six (6) feet in height. No fence shall be erected in front of the front building line of the main building or, in front of any side yard main building line on any corner lot, or within or across any public drainage or utility servitude. All proposed fence plans must be approved by the ARC prior to the commencement of construction or the issuance of a building permit by the City of Hammond and any other governmental entity or agency.

6.8 **Detached Structures.** Gazebos, cabanas and other detached or outlying structures shall be built with the same quality material and construction of the dwelling and are preferred to be located at the rear portion of the lot. No metal buildings shall be allowed. No structures of a temporary character, trailers, tents, shacks, barns or other buildings shall be used on any lot as a residence or a place of business either temporarily or permanently except movable structures employed during the period of construction.

No detached structures, such as, but not limited to, outbuildings, sheds, greenhouses, and garages, shall be erected on or across public drainage or other utility servitude. All proposed detached structures must be approved by the ARC prior to the commencement of construction and the issuance of a building permit from the City of Hammond and any other governmental entity or agency.

6.9 **Driveways/Sidewalks.** All driveways shall be constructed of dust free materials such as concrete or brick. No asphalt, gravel, limestone, or other similar loose aggregate surfacing may be utilized. Driveways shall be kept a minimum of 5' off any side property line. This is to facilitate surface drainage between lots. Additionally all culverts under driveways shall have finished brick ends (headwalls).

There will be no sidewalks throughout the subdivision. Walkways to the front driveway will be permitted. All walkways shall be constructed of concrete or brick surface.

6.10 **Garages/Storage Areas/ Parking.** All single family properties shall have no less than (1) a double garage, or (2) a single garage. The minimum dimensions for garages shall be twenty-one (21) feet in depth and ten (10) feet in width per Driveways/Sidewalks. Additionally, each garage must provide for an enclosed storage space of a minimum of one hundred (100) square feet, which space shall be located on the ground floor of the residence.

No vehicle of any kind shall be parked on any portion of any Lot except the concrete drive. Each individual Lot Owner shall provide for permanent parking of automobiles, boats, and trailers. No vehicle(s) owned or used by the Lot Owner or occupant shall be parked in the street. No driveway that is visible from the street or open areas shall be used for storage of boats, trailers, campers, school and other buses, unused or inoperable automobiles or any other items. The utilization of any portion of any Lot and/or Unit for performing repair work on any vehicle is expressly prohibited. No trucks, trailers, automobiles or other commercial vehicles bearing advertisements shall be parked on the street except when making a delivery.

6.11 Drainage. In many cases, a drainage servitude to the rear of the lots has been provided by the Declarant and is the required method of drainage for draining the Rear Yards. All lots within Holly Gardens Subdivision which require the use of driveway culverts shall contact the City of Hammond and any other governmental entity or agency, who shall properly size and set all driveway culverts to facilitate proper drainage. Where possible, all lots shall be graded so as to drain to the street or to the common drainage servitude(s) as indicated on the Plat of the subdivision. Existing water courses or drainage patterns may not be altered which would cause water to drain onto adjoining lots. All finished floor elevations shall be approved by the ARC and the City of Hammond and any other governmental entity or agency, whichever is applicable. The Lot Owner shall consider local topography, adjacent street elevation, flood plain requirements and tree protection requirements when deriving the finished floor elevation.

(a) No Owner shall in any way interfere with or alter the established drainage pattern of water over his Lot or interfere with drainage over and through any drainage servitude on his Lot. For purposes of these restrictions, the "established drainage pattern" is defined as the drainage pattern which is designed to occur at the time at the overall filling and grading of the Subdivision and the Lots in the Subdivision have been completed in accordance with the requirements of these restrictions and in accordance with the subdivision plans on file with the City of Hammond.

(b) In order to achieve the established drainage pattern, each Owner shall be responsible to grade, elevate and fill his Lot in accordance with and as required by these restrictions and the Site Grading Plan. Each Owner shall also be responsible to maintain the elevation of his Lot so that water shall drain over and through his Lot in accordance with the established drainage pattern for his Lot as provided herein and as shown on said Site Grading Plan.

(c) The maximum slope of any and all Lots within the Subdivision shall be 4:1.

6.12 Green Spaces. Green space servitudes have been granted for common use over those lands identified in Section 1.4. No Owner or other person whomsoever shall be permitted to fence or obstruct any portion of any Green space, and no building or other structure whatsoever shall be constructed or maintained on any part of any Green space unless otherwise noted in Section 1.4. The Green spaces shall be maintained in as natural a state as possible consistent with use as a pedestrian and aesthetic green space, and no cutting of any tree, clearing of any underbrush, or landscaping shall be done thereon except as may from time to time be designated by the Holly Gardens Homeowners Association and approved by the ARC. No motorized vehicle of any type, including without limitation, any three or four wheeler, motorized tricycle, wagon, buggy, golf carts, motorcycle, go-cart, tractor or automobile shall be permitted on any Green space, except only equipment necessary for the construction, maintenance and repair of the Green space.

6.13 Utilities. Underground primary electrical services shall be provided by the local power company at the locations shown on the plat of subdivision. Each lot owner shall be responsible for extending the secondary electric service to the single family residence underground only. For all single family residences each lot Owner shall provide for their own underground telephone and cable television services which shall be run from mains located along the streets by the Declarant.

**6.14 Outside Fixtures.**

**(a) Requirements for outside fixtures:**

Outside fixtures such as, but not limited to, fuel tanks, wood piles for fireplaces, dog runs, utility meters, and trash or garbage storage areas, when permitted, shall be screened from view from the street with architectural or by appropriate landscaping treatments. While not a specific requirement, it is preferable that appropriate fencing be utilized where necessary to effect concealment.

**(b) Prohibited fixtures:**

The following fixtures, improvements are prohibited on any Lot in the subdivision: wall air conditioning units, window air conditioning units, antennas and clothes lines.

**(c) Receiving Devices, Sound or Mechanical Devices.**

No radio or television antennae, or other receiving device, outside lines, above ground improvements or hanging devices, shall be placed, constructed, maintained or installed on any Lot or upon the improvements of any Lot without the prior written consent of the Architectural Review Committee. However, a satellite dish of not more than twenty-four (24") inches may be placed on the service side of the home or at the rear of the home constructed on a Lot. Such placement and location must be approved by the Architectural Review Committee. Outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Architectural Review Committee prior to installation, and any guidelines in this regard shall be final.

**6.15 Dwelling.** Color selections shall be compatible with the general appearance of the neighborhood and other colors on the dwelling. Bright contrasting colors shall not be permitted unless compatibility with the existing neighborhood can be clearly demonstrated. All dwelling plans, including exterior color and finish selections shall be reviewed and approved by the ARC in accordance with Article VII herein.

**6.16 Roofs.** The minimum pitch of the roof shall not be less than 6" vertical for each 12" horizontally. Hipped and gable roofs are allowed only. Single slope roofs shall be considered should they be shown to be compatible to other adjacent neighborhood or subdivision dwellings. The massing and proportions of the building elements should be logical, with the roof design reflecting the configuration of interior spaces.

Skylights, flues, and solar collectors shall be located on the rear of the dwelling only. All flues for fireplaces shall be enclosed with materials which match or are composed of the materials of the primary exterior finishes used on the dwelling. Exposed chimney flue pipes are prohibited. All fireplaces shall have chimney caps. Galvanized metal caps are not allowed in their natural finish; they must be painted.

All gutters and down pipes shall have color finish compatible with exterior finishes.

Metal roofing is prohibited and will not be approved by the ARC. Medium or dark gray or earth tones are recommended for roof shingle colors. Architectural dimensional shingles are only permitted.

**6.17 Streetscape.**

**(a) Address Numbers.** Address Numbers will be displayed on the mailboxes. An additional address may be placed on the front of the house. All address number designs and locations shall be approved by the Architectural Review Committee.

**(b) Flagpoles.** Flagpoles and flags to be displayed shall be approved by the Architectural Review Committee prior to display or installation.

(c) **Basketball Goals, Sports or Recreational Equipment.** Basketball goals, sports or recreational equipment are permitted, but must be located on the driveway behind the front facade of the home or in an area otherwise approved by the Architectural Review Committee prior to installation.

(d) **Windows.** Any window covering placed on any windows facing any street must be lined with a white or off-white backing unless otherwise approved by the Architectural Review Committee. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades or other purposes, nor shall window mounted heating or air-conditioning units be permitted.

6.18 **Aircraft.** There shall be no landing nor taking off of any form of aircraft, including helicopters of any form, in the Subdivision.

6.19 **Animals.** No animals, livestock, insects, reptiles, rabbits or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets (not to exceed three [3] animals per Lot) may be kept, but they shall not be bred or kept for commercial purposes. No pet shall be allowed to leave its excrement on any other Lot, street, or common area. All dogs, cats, and household pets shall not roam free unless they are within a fenced enclosure on the Lot.

6.20 **Removal of Dirt.** Excepting for the purposes of actual construction upon any Lot, no sand, gravel or soil shall be dug or removed from any Lot in the Subdivision; provided, however, that the Declarant, its successors, assigns or legal representatives, in carrying out the improvement and development of the Property, shall have the right to remove or add to any soil on any Lot in the Subdivision, and shall have the right of ingress and egress upon all Lots for the purpose of grading and excavating thereon, or constructing and completing the street improvements, installing the public utilities, and to do any and all other things necessary to complete the Development Plan. Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five (5') feet of any boundary line of any Lot in the Subdivision by other than a slope of one and one-half feet horizontal to one foot vertical; provided, however, that nothing in this Paragraph shall be construed to prevent any such alteration in any manner, with or without retaining walls, by the Declarant, its successors, assigns or legal representatives, in carrying out the development and improvement of the Property.

6.21 **Sightlines.** No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two (2') and six (6') feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15') feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sightline limitations shall apply on any Lot within ten (10') feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

6.22 **Access.** No driveways or roadways may be constructed on any Lot to provide access to any adjoining Lot unless the express written consent of the Architectural Review Committee first shall have been obtained.

6.23 **Mail Receptacles.** All mail receptacles must be the same design, material and paint color as approved by the Architectural Review Committee and shall be constructed, placed and maintained on the Lot in accordance with guidelines provided by the Architectural Review Committee from time to time. The same mail receptacle is to be installed on all of the lots and will be purchased from the Association.

6.24 **Subdividing Lots**

(a) No Lot nor any of the rights and interests appurtenant to such Lot shall be further subdivided or separated into smaller Lots, rights or interests by any Owner, other than Declarant; provided, however, that nothing herein shall be construed to prevent or impair the right of any Owner to mortgage any property owned by him.

(b) No Lot or Lots shall be sold except with the description as shown on the original plan(s) of subdivision referred to above, or any revisions or amendments thereto. No Lot or Lots may be subdivided or re-platted without the prior written consent of the Declarant or the Architectural Review Committee. No existing lots shall be resubdivided into any lot smaller than that shown on the subdivision plan.

(c) In the event an Owner owns more than one lot and subdivides those lots into larger lots, the re-subdivided lot shall thereafter be treated as one Lot for the purposes of assessments as stated in Section 4.4 herein.

**ARTICLE VII  
HOLLY GARDENS SUBDIVISION  
DESIGN AND CONSTRUCTION REQUIREMENTS  
PROCEDURE FOR SUBMITTAL**

7.1 **General.** The Design and Construction Guidelines and procedures, hereinafter referred to as Design Guidelines, shall govern the design and construction of residential dwellings and other structures within the subdivision by addressing site design issues, tree preservation, landscape design and construction, architectural, building and fence designs and quality of construction materials. These Design Guidelines are intended to provide property owners, architects and contractors, with a set of parameters for the preparation of their plans and specifications, submittal procedures for review within and approval of plans and construction procedures. All new construction or improvements to any existing properties within the subdivision shall be reviewed and approved by the ARC prior to obtaining any Building Permit from the City of Hammond and any other governmental entity or agency, and any actual work taking place on the property.

7.2 **Architectural Review Committee.** Administration of these Design Guidelines and review of all applications for construction and modifications shall be performed by the Architectural Review Committee, hereinafter referred to as the "ARC". The ARC shall have three (3) members, appointed by Declarant, and need not be members of the Association or representatives of Members, and may, but need not, include architects, engineers, landscape architects, inspectors, and attorneys or similar professionals, whose compensation for review services, if any, shall be established from time to time by the Board. The members of the ARC shall be held harmless and indemnified from and against claims, damages, losses and/or expenses of others, including but not limited to Attorney's fees, which may arise as a result of the administration of the Design Guidelines. The ARC may make such exceptions to the Design Guidelines by and on an individual Lot or Lots as it deems prudent and necessary by simple majority.

(a) **Powers and Duties.** The ARC shall regulate the external design, appearance, use and maintenance of the Property and other Improvements thereon, including the location of such Improvements, in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among Improvements and the land.

The ARC shall also have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with Improvements or changes proposed by any Owner. The ARC may issue a cease and desist order to any Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of the Governing Documents, the Association Rules or resolutions of the Board, or for violations of these restrictions, which order shall be filed in the office of the Clerk of Court for the Parish of Tangipahoa, State of Louisiana as affecting the owner's property. The owner of a lot or property subject to these restrictions hereby consents to the filing of such an order as affecting their property. The ARC, the Board or the Declarant may further enforce such action by temporary restraining order or injunction. Any action, ruling or decision of the ARC may be appealed to the Board according to procedures duly adopted by the Board.

In furtherance thereof, the Architectural Review Committee shall:

- (1) Review and approve, modify or disapprove written applications of Owners and of the Association, for Improvements or additions to Lots or Common Areas. Owners shall submit detailed plans of any actions requiring approval of the ARC;
- (2) In accordance with the Governing Documents, monitor Lots and Units for compliance with design standards and approved plans for alteration;
- (3) Adopt architectural standards and guidelines subject to the confirmation of the Board;
- (4) Adopt procedures for the exercise of its duties;
- (5) Decide cases of alleged infraction of the Governing Documents, the Association Rules or Resolutions of the Board and thereupon to compel action or enjoin further action of parties found in violation thereof; and
- (6) The ARC shall have such additional duties, power and authority as the Board may from time to time provide by resolution. The Board may relieve the ARC of any of its duties, powers and authority either generally or on a case-by-case basis. The ARC shall carry out its duties and exercise its powers and authority in the manner provided for in the Association Rules or by resolution of the Board.

(b) The ARC may establish reasonable procedural rules and may assess a reasonable fee (based on costs of processing and review) for submission of plans, or may establish a schedule of such fees, in connection with review of plans and specifications, to be payable at the time such plans and specifications are submitted. Said fees are a special assessment as defined in Section 4.8, and are subject to the provisions regarding assessments in Articles IV herein. The ARC may delegate its plan review responsibilities to one or more members of the ARC. Upon such delegation, the approval or disapproval of plans and specifications by such persons may be equivalent to approval or disapproval by the entire ARC, if the ARC so chooses. Unless such rules regarding submission of plans are complied with, such plans and specifications shall be deemed not submitted.

(c) **Appeal.** An applicant may appeal an adverse ARC decision to the Board, which may reverse or modify such decision by a majority vote of the Directors. Such appeal shall follow the procedures duly adopted by the Board.

7.3 **Submittal of Plans.** Prior to beginning the construction of any residence, building garage, fence, swimming pool, deck, gazebo or other accessory structure, drawing, or any other structure or improvement or the remodeling or expansion of any existing building or structure, the owner shall be required to submit two (2) copies of detailed plans and specifications and plot plan of the proposed building or structure to the ARC for written approval. For the first two years subsequent to the recordation of this Declaration, the Applicant shall submit plans to Mr. Darryl D. Smith, 201 Northwest Railroad Avenue, Hammond, Louisiana 70401, or at such alternate place as may be designated by the ARC, between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday. One copy of the plans and specifications submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Applicant marked "Approved", "Approved as noted", or "Disapproved and Resubmit".

The Plans and specifications to accompany the application shall indicate the nature, kind, shape, color, size, materials and location of all proposed structures and improvements to the property. The submittal shall also include a lot clearing plan, fence plans and other plans as more specifically described in the following Section 7.4 "Plan Requirements".

7.4 **Plan Requirements.** The submitted plans and specifications shall include the following:

(a) **Site/Clearing Plan.** A Site/Clearing Plan, with minimum scale of 1" = 20'-0", indicating the location of all existing trees just greater than six (6") inches DBH which the applicant proposes to save and/or remove in relation to the location of the proposed residential structure and other structures. All buildings, driveways, setback lines, retaining walls, fences, pools, patios, driveways, air conditioning equipment, mailboxes, drainage pipes and swales ditches and any other proposed exterior improvements shall be clearly indicated. Each lot owner shall be required to preserve fifty (50%) percent of all protected trees located in the front yard, forty (40%) percent of all Protected Trees located on a Corner Lot Side Yard, ten (10%) percent of all side yard trees and thirty (30%) percent of all rear yard trees. ("Yards" are defined herein in Section 6.4.) The Board or the ARC has the authority to reduce the percentage of trees required in any of these areas upon proper application to the Board or the ARC. The request shall be approved in writing and shall be filed of record as affecting the lot, which costs associated therewith are to be paid by the Owner. The Board or the ARC are not required or obligated to approve any requested reduction and shall not approve any requested reduction until the fees and costs, including recordation costs and any costs associated with the reduction request or requests have been paid in advance by the Owner.

(b) **Floor Plan.** The Floor Plan(s) must have a minimum scale of 1/4" = 1'-0", and indicate decks, patios, stoops, retaining walls related to the dwelling, trash enclosures, HVAC equipment and utilities, and the screening for same, interior spacing of rooms, and connections to driveways and walkways. In case of dwellings with multiple floors of levels, the Floor Plan shall indicate those areas which are open to the Second Floor or interior roof lines. The Floor Plan shall include a summary Data Block indicating the total square footage of "Living Area" (defined as air conditioned and heated space), and other appropriate square footages, such as garages, porches, and other storage areas.

(c) **Exterior Elevations.** The Front, Rear, and Side Exterior Elevations shall indicate building materials, finishes, openings such as doors and windows, and the maximum height of the dwelling.

(d) **Roof Plan.** The Roof Plan shall indicate slopes, pitches, gables, hips and valleys, chimneys, skylights and other proposed items such as gutters and down pipe locations.

(e) **Drainage Plan.** The Drainage Plan shall indicate the proposed finished floor elevation, the proposed plan for lot drainage and the proposed location of any new private or public underground drainage pipes and swales ditches.

(f) **Site Grading Plan.** The Site Grading Plan shall indicate the elevations, and how the site is to be graded as well as the finish grade. The Site Grading Plan shall also show the required grade to confirm that the site does not exceed the maximum 4:1 slope.

(g) **Fence Plans.** Shall indicate the type, color, height and proposed location of all fences.

(h) **Exterior Lighting / Appearance.** The exterior lighting scheme and other details affecting the exterior appearance of the proposed dwelling and other structures shall be indicated.

7.5 Approval by the ARC.

- (a) Time for Approval. Each application shall be date recorded as received by Declarant, and shall be reviewed and approved or disapproved by a majority of the ARC with written indications of required modifications within thirty (30) calendar days from the date of receipt by Declarant. In the event of disapproval and resubmission, Declarant shall require an additional (15) calendar days, from the date each resubmission is received, within which to review and approve or disapprove. In the review process, the ARC may consider the quality of workmanship and design, harmony of external design with existing structures, location in relation to surrounding or adjacent structures, topography, and finished grade elevation, among other issues. The review of the ARC may also be based on purely aesthetic considerations. In the event the committee or its designated representative fails to approve or disapprove the plans within sixty (60) days after the plans have been submitted, then approval will not be required and these restrictions shall be deemed to have been fully complied with.

(b) Conditions to Approval. The ARC may condition its approval upon an applicant's compliance with limitations or stipulations it deems appropriate, including but not limited to the following: 1) that any proposed erection, excavation, construction, installation, replacement or alteration be completed within a reasonable period of time from the date of approval; and 2) that the applicant deposit with the Association such reasonable sum as may be determined by the ARC to cover any cost or expense that might be incurred by the Association for the repair or maintenance of Common Areas, streets, public areas, or property owned by third parties, that might be required as a result of the acts undertaken by the applicant or their contractors, subcontractors or employees, pursuant to the approval, or to enforce compliance with the Design Guidelines. Any portion of said deposit not required for such repair or maintenance, or to enforce compliance with the Design Guidelines shall be refunded to the applicant at the time the ARC issues the Certificate of Compliance provided for in this Article. The Owner hereby consents and agrees that the Owner shall forfeit the compliance deposit, without the necessity of judicial action or notice by the ARC or the Association, if the owner fails to comply with the requirements with these restrictions or the requirements of the ARC or the Association. The Owner hereby further consents and agrees that such forfeited deposit shall, once forfeited, no longer be held as a deposit on account for the Owner, and shall be transferred to the Association's general operating account for use as the Association determines. Nothing herein shall limit the right of the Association to assess or recover from any applicant in accordance any costs or expenses in excess of the retained amount of such applicant's deposit.

(c) Waiver. The approval of the ARC of any plans or specifications, including but not limited to a color scheme, plot plan, or grading plan, submitted for approval for use on any particular Lot, or elsewhere, shall not be deemed to be a waiver by said committee of its right to object to any of the features or elements embodied therein if and when the same features or elements are embodied in any subsequent plans and specifications, including but not limited to a color scheme, plot plan or grading plan, submitted for approval with respect to any other Lot and/or Unit, part or parcel of said Property.

(d) Compliance After Approval. No Improvements or alterations or additions to any Lot for which any plans and specifications, including but not limited to a color scheme, plot plan or grading plan, have been approved by the ARC shall be erected, constructed, installed, replaced or altered except in strict conformance with said plan and specifications, color scheme, plot plan, grading plan, such conditions and requirements as said committee may impose in connection with its approval of such structure or improvements. Any deviation from said plans and specifications, including but not limited to a color scheme, plot plan or grading plan, in such erection, construction, installation, replacement, or alteration shall nullify the approval of said committee and such structures or improvements shall be deemed to have been undertaken without said committee's approval or consent. The Compliance Deposit will be forfeited in accordance with Section 7.5 (c) herein. Further, the ARC and/or the Board may take enforcement action against the Owner in accordance with Section 10.2 herein. Consistent with the powers, rights and duties set forth in this Article, the ARC and the Board, as applicable upon appeal, is responsible for reviewing applications as to their compliance with the Governing Documents.

(e) **Certificate of Compliance.** After the completion of the Improvements or alterations or additions to any Lot in accordance with the provisions of this Article, the Owner of said structure or improvement, or his/her agent or representative, shall provide the ARC with a Certificate of Compliance which states that the building or structure has been so completed in conformance with the requirements of this Article and of the ARC. Such Certificate of Compliance, however, shall not provide any presumption in favor of the Owner that such works actually do conform to the requirements of this Article or of the ARC.

(f) **Nonliability for Approval of Plans.** Neither the ARC, any member thereof, the Association, the Members, the Declarant, nor the Board shall be responsible for any defect in, or noncompliance with any governmental law, rule or regulation for any improvement or other structure or improvement erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, including but not limited to a color scheme, plot plan or grading plan approved by the ARC or any conditions or requirements that said committee may have imposed with respect thereto. Nor are plans and specifications approved as to the integrity of the engineering design. The ARC, the members thereof, the Association, the Members, the Board, and the Declarant shall not be liable, or responsible for, any defect in any structure or other improvement constructed from such plans and specifications. The approval of plans, specifications and the Design Guidelines shall not be construed as representing or implying that such plans, specifications or Design Guidelines will, if followed, result in properly designed improvements. Such approvals and Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Declarant, the Association, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of the Design Guidelines, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications. All dwellings and other structures or improvements shall be constructed in compliance with any and all applicable State, City, and Parish zoning and building restrictions and any applicable regulations and restrictions of applicable governmental agencies.

(g) **Relaxation of Restrictions.** The ARC shall have the right and privilege to permit any Owner, without the consent of other Owners, to deviate from any or all of the building or landscaping restrictions set forth pursuant to this Article, provided that such deviation is necessary in order to carry out the general purposes of the Governing Documents. Any such permission of said committee shall be in writing, may be recorded in the public records, shall only apply to the Lot in question, and shall not constitute a waiver of said committee's powers of enforcement with respect to any of the restrictions as to any other part or parcel of the Property. Additionally, any such permission of said committee shall be strictly construed. Requests for variances must be in writing stating the basis for the variance and the type of variance requested, along with the owner's name, address and/or Lot number. Any request for a variance shall cause the sixty (60) day review period to run anew from the date of the variance request. The ARC shall have sole authority to approve or reject any request for variance and the decision of the ARC is final.

7.6 **Inapplicable to Declarant.** The Declarant nor its designated representative, developers, builders or contractors need not seek or obtain ARC approval in order to engage in any construction, improvement, or placement of, or any other activities which involve any facilities on any property owned or administered by the Declarant or the Association.

7.7 **Right to Enter and Inspect.** Following approval of any application, plans and specifications by the ARC, representatives of the ARC shall have the right to enter and inspect any Lot, dwelling or other improvement or modification, during reasonable hours, to determine whether construction is in complete compliance with approved application, plans and specifications. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC may issue a Stop Work Order or Cease and Desist Order, without the necessity of a judicial order, which shall be recorded in the public records as affecting the lot. The ARC or the Association may also seek the issuance of a Temporary Restraining enjoining the Lot Owner from further construction and require the removal or correction of any work in place which does not comply with approved plans and specifications.

## ARTICLE VIII CONSTRUCTION REGULATIONS

8.1 **General.** The ARC shall apply these Design Guidelines and restrictions to all property owners, their General Contractors, Builders, Subcontractors and other service personnel while working in HOLLY GARDENS Subdivision. All builders, contractors and service personnel shall completely familiarize themselves and comply with these regulations. The HGHA shall enforce these regulations and notification of violations shall be sent to the Owner of the lot(s) responsible and the party responsible, defining those items not in compliance with the regulations. Upon receipt of the notification, the involved parties shall have five (5) working days to correct the violation(s) or the HGHA may take the necessary action to correct said violation(s). These actions may include charging the property owner for the corrections done, fees and costs, (including attorney's fees); withholding future HGHA review or approval until such violations are corrected; issuance of a Stop Work Order or Cease and Desist Order filed in the public records as affecting the Lot; forfeiture of the amounts on deposit with the Association or ARC; or, in certain cases, denying entry to contractors or personnel, thereby preventing work within the subdivision on the structure in question. Any amount not paid by the property owner shall become a Specific Assessment which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

Any damage to structures, including, but not limited to, streets and curbs, drainage inlets, street markers, mailboxes, walls, fences, landscaping, and common areas, shall be paid by the party responsible for causing such damage. Any amount not paid by the property owner shall become a Specific Assessment which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

Loud radios or noise are not allowed within the subdivision. Normal radio noise levels are acceptable unless complaints are received. Speakers shall not be mounted on vehicles or outside of the dwelling under construction.

8.2 **Construction Time.** The outside structure of any building must be completed within eight (8) calendar months after the pouring of the foundation for the building. All Construction including full landscaping and fencing must be substantially complete for occupancy by the Owner within one (1) year of the start date of the construction. Construction activities that may disturb adjacent property owners shall be limited to the hours of 7:00 A.M. to 6:00 P.M., Monday through Friday and 8:00 A.M. to 4:00 P.M. on Saturdays, Sundays and holidays. If the owner fails to complete construction within the time specified, the Owner shall forfeit the Compliance Deposit and shall be assessed a Specific Assessment by the Association for any amounts not covered by the Compliance Deposit, which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

8.3 **Licenses.** All General Contractors and Builders conducting work in the subdivision shall be required to abide by all laws of the State of Louisiana, the Parish of Tangipahoa, and the City of Hammond, and shall have all the licenses required by these Government Entities.

8.4 **Trash Handling.** Each General Contractor shall be required to keep the job site as neat and clean as possible. Trash and discarded materials such as lunch bags, cans and odd materials shall be removed daily. All debris stockpiled for removal shall be located at the rear of the lot or dwelling. Stockpiling of trash or any material on adjacent lots or streets is strictly prohibited. The trash/refuse receptacle shall not create a nuisance to the adjacent property owners. No burning of trash is allowed. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party shall be given by HGHA advising the party to clean up the site within three (3) days. If after the 3-day period the site has not been cleaned, HGHA may remove the debris and charge the property owner accordingly, withholding same from the Compliance Deposit. If the charges exceed the Compliance Deposit, the unpaid amount will be charged as a "Specific Assessment" against the property and its owner which if not paid, by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

8.5 **Erosion Control.** Keeping the street free from mud, silt, and debris and proper erosion control is the responsibility of the General Contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained in order to do so. Elimination of vehicles tracking mud throughout the subdivision shall be controlled by the General Contractor. General Contractors will be responsible for cleaning the streets periodically of mud and debris. This regulation will be strictly enforced.

8.6 **Facilities.** Each General Contractor shall use only the utilities provided on the immediate site on which they are working. Portable toilets are the responsibility of the General Contractor and shall be located out of the right of way, and be sanitized at least once weekly. The General Contractor shall provide adequate facilities for workers on each individual site throughout the full duration of the project.

If any telephone, cable TV, electrical, water or other utility lines are cut or damaged, it is the responsible party's obligation to report such an accident to the respective provider within one (1) hour of the occurrence to the utility company and/or the applicable municipal authorities. The owner shall be responsible for any costs or damages associated with said incident, which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

8.7 **Vehicles.** The General Contractor, Sub-Contractors and other service personnel shall make every effort to limit parking to the street in front of the construction site or on the site itself. The General Contractor, Sub-Contractors, and suppliers shall avoid blockage of the street and limit the duration of any necessary blockages to a minimum. No construction vehicles (cars, trucks, van, etc.) may be left in the subdivision overnight. Construction equipment may be left on the site while in use but must be kept off the street.

Washing of any truck or vehicle on the street is strictly prohibited. Concrete delivery trucks may be washed only on the immediate construction site. This regulation shall be strictly enforced. Operators of vehicles are required to ensure that they do not spill any damaging materials while within the subdivision. If spillage does occur, it is the responsibility of the General Contractor or operator to provide clean-up. Clean-up performed by HGHA shall be charged to the property owner which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration. The responsible party shall report any spills as soon as possible.

8.8 **Occupancy Only on Completion.** Written approval of the ARC shall be required before any single family dwelling may be occupied prior to the entire completion of the exterior of such dwelling, including all additions or expansions. Entire completion additionally shall include, but not be limited to, removal from the construction site of all unused construction materials and cleaning of the construction site so that the general appearance of the Lot meets the standards set by these Declarations.

## ARTICLE IX GENERAL RESTRICTIONS

9.1 **Maintenance.** Prior to construction, all purchasers must maintain their property free of debris, high grass and weeds. The Association shall give notice by certified mail to any owner who does not maintain his property accordingly. If the property has not been satisfactorily maintained within thirty (30) days from the date of the receipt of the notice by the property owner, the Association may maintain the property free of high grass, weeds and debris, and thereafter file a specific lien against the property, setting forth the cost required to maintain such property and said Association may bring an action at law to enforce said specific lien, including the collection of reasonable attorney fees, interest, and court costs and against the owner personally to enforce said specific lien, including the collection of reasonable attorney fees, interest, and court costs.

Each owner of the lot occupied by a living unit shall be responsible for the care of the grass, trees, shrubbery, flowers, fences and driveways located on that lot, and they shall be maintained in a reasonable fashion with that of the community.

Each owner of a lot occupied as a living unit shall keep the exterior of said living unit reasonably maintained, including garages and including the painting, repairing or replacement of roofs, gutters, downspouts and exterior building surfaces.

In the event any owner of a lot occupied as a living unit does not provide the reasonable maintenance provided in the two (2) preceding paragraphs, the Association shall give the delinquent owner written notice of his maintenance deficiency, and if said delinquent owner fails to correct said deficiency within thirty (30) days thereafter, said Association may cause the deficiency to be corrected at the expense of the delinquent owner. The Association may cause a specific lien to be filed against the property of the delinquent owner for the value of the expense incurred in correcting the maintenance deficiency and said Association may bring an action at law to enforce said specific lien, including the collection of reasonable attorney fees, interest, and court costs and against the owner personally to enforce said specific lien, including the collection of reasonable attorney fees, interest, and court costs.

All trash, litter, and refuse shall be placed and kept in receptacles, the size, design, height, volume and placement of which shall be subject to the prior approval of the ARC.

**9.2 Garbage and Refuse Disposal.** No accumulation or storage of litter, lumber, scrap metal, building materials, new or used building materials or any other unsightly objects of any kind shall be permitted in open areas of any lot, provided, however, that the storage of building materials and equipment shall be permitted during the periods of new construction, remodeling and/or renovation of any improvement located upon any lot.

No refuse pile, unsightly objects or trash shall be allowed to be placed or to remain on any lots within the subdivision. Burning of litter, lumber, scrap metal, building materials, trash, refuse or garbage is strictly prohibited.

**9.3 Excavation.** No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removal of oil or other hydrocarbons, minerals, gravel or earth.

**9.4 Commercial Farming and Pets.** No commercial farming, fishing, gardening or the raising of animals for commercial purposes, including animal husbandry, shall be allowed. Ordinary household pets shall be allowed.

**9.5 Campers, Boats and Motor Homes.** Parking of boats, campers, motor homes and mobile homes is prohibited.

Nothing herein shall be construed or held to exclude the keeping or storing of unoccupied recreational vehicles (including house, camping and hunting trailers, motor homes, tents and other portable camping structures) within a fully enclosed structure approved by the ARC as more fully stated in Section 6.2 herein. No such recreational vehicle shall be allowed to be used for overnight occupancy or occupied for any other length of time as a temporary residence or otherwise.

**9.6 Signs.** Except for an identification entrance sign, directional signs, signs for traffic control or safety, and such promotional signs as may be maintained by HOLLY GARDENS HOMEOWNER'S ASSOCIATION, no signs or advertising of any character, including political signs shall be erected, posted or displayed upon, in or about any lot or dwelling situated on the property. One temporary real estate sign, one temporary contractor's sign not exceeding five (5) square feet in area, and one temporary architect's sign, each, may be erected upon any lot or attached to any dwelling placed on the market for sale or rent with the prior written consent of the ARC. The ARC shall approve the design and content of the sign to be used by the Owner, including all names and information placed on the sign. The ARC, through its members or agents, shall reject or remove signs on Lots not approved by the ARC without the consent of the Owner. The Owner shall have no claims against the ARC for trespass, costs or damages associated with the sign or the removal of the sign. Any temporary signs shall be removed promptly following the sale of the property or completion of construction. Building permits shall be posted as required, and protected from the elements. No signs or permits shall be attached to trees.

9.7 **Noxious Activities.** No noxious or offensive activity shall be permitted upon any lot or within any dwelling which may become an annoyance or nuisance to the neighborhood. The Association is authorized to levy assessments for violations of this provision in the amount of two hundred fifty dollars (\$250.00) per day per violation, and the owners hereby consent to said assessment, which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

9.8 **Damage to Common Areas.** Each owner shall reimburse the Association for expenditures incurred in repairing and/or replacing any common area and facility damaged through his fault, or that of his guests, contractors, invitees and/or licensees, and said owner may be assessed or fined for the cost of repairs and/or replacements to the common areas, which, if not paid by the Owner, shall become a lien in accordance with the terms and provisions of this Declaration, enforceable by the Association in accordance with the terms and provisions of this Declaration.

9.9 **Speed Limit.** The established speed limit within the subdivision is twenty (20) miles per hour for all vehicles. The speed limit can only be altered or amended by the Board.

9.10 **Junked Motor Vehicles Prohibited.** No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one that is inoperable or is without a current, valid state vehicle inspection sticker and license plate. No vehicle shall be allowed to be stored on any Lot which has a flat or inoperable tire or wheel or is generally unsightly for more than three days. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the ARC.

#### ARTICLE X GENERAL PROVISIONS

10.1 **Revocation of Previous Building Restrictions.** Declarant hereby revokes all covenants, conditions and restrictions to which the Property might be subject prior to the recordation of this Declaration. To the extent that such might be necessary, to accomplish this intent, this section shall be deemed to take effect prior to every other provision in this Declaration.

#### 10.2 **Enforcement.**

(a) Upon any violation or breach of any of the provisions of this Declaration, the Declarant, the Association or the ARC, or agents or representatives thereof, may enter upon any portion of the Property where such violation exists and may alter, correct, modify, remedy or summarily abate and remove, at the expense of the Owner or Owners violating or breaching the same, any thing or condition that may exist thereon contrary to the provisions hereof. In taking the above mentioned action, the Declarant, the Association, or said agents or representatives shall not thereby be deemed to have trespassed and shall not be liable to the Owner or Occupant of such portion of the Property for any such entry or other action taken pursuant to this subparagraph or elsewhere in the Declaration.

(b) In addition to the provisions of Section 7.2 (a), the Board also has the authority, along with the ARC may issue a cease and desist order to any Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of the Governing Documents, the Association Rules or resolutions of the Board, or for violations of these restrictions, which order shall be filed in the office of the Clerk of Court for the Parish of Tangipahoa, State of Louisiana as affecting the owner's property. The owner of a lot or property subject to these restrictions hereby consents to the filing of such an order as affecting their property.

(c) Violation of any of the provisions of this Declaration may also be enjoined, abated, restrained or otherwise remedied by any lawful means or proceedings by the Declarant, the Association, the ARC, any agent or representatives of the aforementioned entities, or the Owners and their respective heirs, successors, and assigns. Proceedings to restrain such violations may be brought at any time that such violation appears reasonably likely to occur in the future. In the event of proceedings brought by the Declarant, the Association or the ARC to enforce any provision, restrain any violation, or determine the rights or duties of any person under this Declaration, and if the party bringing such action prevails in such proceedings, it may recover a reasonable attorneys' fee to be fixed by the court in addition to court costs and any other relief awarded by the court in such proceedings and such incurred expenses shall be assessed as Specific Assessments against the Owner and Lot in question.

(d) The remedies provided under this Declaration shall be in addition to all other remedies that the Association may have under the law.

10.3 **Nonwaiver.** The failure of the Declarant, the Association, the ARC, any Owner or any other person entitled to enforce any covenant, condition, or restriction contained in the Governing Documents shall never be deemed a waiver of the right of the Declarant, the Association, the ARC, or any such person to enforce the same thereafter.

10.4 **Cumulative Remedies.** All rights, options, and remedies of Declarant, the ARC, the Owners and the Association, under this Declaration are cumulative and no one of them shall be exclusive of any other, and Declarant, the ARC, the Owners, and the Association shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief that may be provided by law, whether or not stated in this Declaration.

10.5 **Promotion and Sale by Declarant.** Nothing contained in this Declaration shall prohibit the Declarant from such promotion, advertisement, sales, exhibition or other promotional activity as shall be reasonably necessary in order to develop and sell the Property.

10.6 **Term of This Declaration.** Subject to the right to amend or terminate in whole or in part this Declaration or any provision herein pursuant to the procedures dictated in Section 10.8 of this Article X each of the covenants, conditions and restrictions set forth in this Declaration shall continue and run with the land commencing upon the recordation of this Declaration in the office of the Clerk of Court, Tangipahoa Parish, Louisiana, and extending until the anniversary date of said recordation during the year 2024 A.D. ("the Anniversary Date") and thereafter said Declaration, as may be amended, shall be automatically extended for successive terms of ten (10) years each, unless this Declaration is expressly terminated by an instrument signed by not less than seventy-five (75%) percent of the Owners, along with the approval of the Board of Directors. An act of termination must be properly recorded in the conveyance records of Tangipahoa Parish, Louisiana to be effective.

10.7 **Covenants to Run With Land.** Each of said covenants, conditions, and restrictions shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, any Owners, the ARC, and the respective heirs, successors, and assigns of each. Each purchaser of any Lot, part or parcel of or in the Property—by acceptance of a deed, contract of sale, or other conveyance for any such lot, part or parcel—shall be conclusively deemed to have consented to and agreed for him/herself and his/her successors to observe, perform, and be bound by said covenants, conditions and restrictions.

10.8 **Amendment or Termination of Declaration.** Subject to the other provisions of this Declaration, these covenants, conditions and restrictions may be amended or terminated, in whole or in part, as to all or any portion of the Property subject hereto, at any time, as follows:

(a) Any amendment of this Declaration may be effective if at least a majority of the Owners vote affirmatively therefore, along with the approval of the Board of Directors;

(b) Any termination of this Declaration may be effective by an instrument signed by not less than seventy-five (75%) percent of the Owners along with the approval of the Board of Directors.

(c) Any provision which affects the rights or powers of the Declarant cannot be amended or terminated without the consent of Declarant;

(d) Any such amendment or termination shall be effective when executed by the President and Secretary of the Association who shall certify that the amendment or termination has been approved as hereinabove provided, and recorded in the conveyance records of Tangipahoa Parish, Louisiana;

(e) Unless and to the extent amended or terminated as herein provided all of the provisions of this Declaration shall be automatically renewed and shall remain in full force and effect with the beginning of each successive ten (10) year term after the Anniversary Date of this Declaration;

(f) Upon and after the effective date of any amendment, it shall be effective and binding upon all persons, firms, and corporations then owning an interest in any Lot in or of the Property to the same extent and effect as if set forth in this Declaration, and shall run with and be appurtenant to the land and bind all persons holding by, thorough, or under any one or more of them.

10.9. Certain Rights of the Declarant. Notwithstanding anything to the contrary contained in this Declaration:

(a) Declarant's rights, powers and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such action:

(i) There shall be no amendments to the Founding Documents which:

- (1) Discriminate, tend to discriminate against, or substantially alter its rights as an Owner or as Declarant.
- (2) Change Article I, DEFINITIONS, in a manner that alters the rights, powers or status of the Declarant.
- (3) Alter the character or rights of membership or the character or rights of the Declarant.
- (4) Alter previously recorded or written agreements with public or quasi-public agencies as regards servitudes and rights-of-way.
- (5) Deny the right to convey Common Areas to the Association.
- (6) Alter the rights as set forth herein relating to design controls.
- (7) Alter the basis for Assessments.
- (8) Alter the provisions of the protective covenants and building restrictions.
- (9) Alter the number or selection of the Board as established by the Bylaws.
- (10) Alter or amend the Declarant's rights and powers as they appear under this Article and elsewhere in the Founding Documents.

(ii) Limitations. The Association may not use its financial resources to defray any costs of opposing Declarant's activities. Nothing in this Section shall be construed to limit the rights of the Members to act as individuals or in affiliation with other Members or groups.

(b) Declarant shall have the right to non-exclusively assign any of its rights hereunder to any third party(ies), while retaining said rights for itself.

(c) Notwithstanding the above Declarant hereby reserves for itself and shall have the absolute and unconditional right, from time to time and at any time, without the consent of the owners or the Board of Directors, to alter, amend, modify, change, revoke, rescind, or cancel any or all of the covenants, conditions, and/or restrictions contained in this Declaration and the Founding Documents.

10.10. **No Impairment of Mortgage Liens.** No breach of these covenants, conditions and restrictions, nor the enforcement of any lien provisions herein, shall defeat, affect, impair, or render invalid the lien or charge of any Mortgage, lien or other security obligation made in good faith and for value encumbering any Lot, but all of said covenants, conditions and restrictions of this Declaration shall be binding upon or effective against any Owner whose title is derived through foreclosure, or otherwise, with respect to a Lot.

10.11. **Severability Clause.** If a court of competent jurisdiction shall hold invalid or unenforceable any part or all of any of these covenants, conditions or restrictions, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

10.12. **Exemption From Covenants, Conditions and Restrictions.** Nothing in these covenants, conditions or restrictions shall limit the right of the Declarant to complete excavation, grading and construction of Improvements on any Lot, part or parcel of or in the Property owned by Declarant, or to alter the foregoing, or to construct additional Improvements that will enhance the intention of this Declaration as the Declarant may from time to time deem, in its sole and absolute discretion, advisable in the course of development of the Property for so long as any Lot, part or parcel of or in the Property remains unsold. So long as any Lot, part or parcel of or in the Property remains unsold, the Declarant shall have the right to make reasonable use of any and all Common Areas within the Property for ingress, egress, sales, development, and construction purposes, including but not limited to, the use of all of the areas within Property now or hereafter classified as streets, for ingress, egress, and travel for any and all reasonable purposes, which shall include without limitation those purposes incidental to construction, development and/or sale of the Property or any portion thereof.

10.13. **Subordination.** Any lien granted or claimed under provisions of this Declaration, is expressly made subject and subordinate to the rights of any mortgage or lien encumbering all or a portion of the Property made in good faith and for value, and no such lien herein shall in any way defeat, invalidate or impair the obligation or priority of such mortgagee unless the mortgagee shall expressly subordinate his/her interest, in writing, to such lien.

10.14. **Leases.** Any agreement for the leasing or rental of a Lot, or any other portion of the Property, other than a lease to which Declarant is a party, hereinafter referred to as a "lease", shall provide that the terms of such lease shall be subject to all provisions of the Governing Documents. No lease shall have an initial term of less than twelve (12) months, except as otherwise provided by resolution of the Board. Said lease shall further provide that any failure by the lessee thereunder to comply with the terms of the Declaration shall be a default under the lease, and the Association shall have the right, along with the Owner who is a party to such lease, to declare such a default and pursue all available remedies, including eviction. All leases shall be in writing and the Owner shall furnish a copy of any lease to the Association, prior to the lessee's taking actual possession of the leased premises. Lessees shall be qualified Occupants in accordance with this Declaration. Any Owner who shall lease his/her Lot and/or his/her Unit shall be responsible for assuring compliance by such Owner's lessee with the Governing Documents. Upon the commencement and termination of a lease, the Owner shall furnish to the Association, in writing, the name of the tenant and all those residing in the leased Unit. Such notice shall be given at least fifteen (15) days prior to commencement or termination of a lease. In no event shall any Lot owned by an Individual Owner be used for transient or hotel purposes. This section shall not apply to Declarant, or to any person designated in writing by Declarant to be exempted from any of the provisions contained herein.

10.15. **Mailing Address for Notice.** Each Member shall file his/her correct mailing address with the Association and shall notify the Association promptly in writing of any subsequent change of address. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mail, postage prepaid, and addressed to any member at the last address filed by such Member with the Association, shall be sufficient and proper notice to such Member whenever notices are required by this Declaration. The address of Declarant and the Association for the purpose of all notices required or permitted to be given hereunder are:

(1) **DECLARANT:**

MAURIN I, LLC, Inc.  
800 Pecan Street  
Hammond, LA 70401

(2) **ASSOCIATION:**


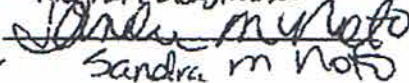
HOLLY GARDENS Homeowners Association, Inc.  
800 Pecan Street  
Hammond, LA 70401

or such other address as Declarant or the Association shall specify from time to time by supplemental written notice mailed to the other party listed above and placed on file with the Association at its principal office.

10.16. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a planned development according to a uniform plan for the development of a community and the development and maintenance of the Common Areas by the Declarant and the Association. The headings of the Articles and Sections herein contained are for convenience only and shall not be used in the interpretation of this Declaration.

THUS DONE AND PASSED, in my office in Hammond, Louisiana, on the day, month and year first above written, in the presence of competent witnesses, who hereunto sign their names with the said appearer and me, Notary after reading of the whole.

WITNESSES

  
Michael D. Smith  
  
Sandra M. Noto

MAURIN I, LLC

By:

  
Darryl D. Smith, Managing Member

  
Nita R. Gorrell  
Notary Public

NITA R. GORRELL  
Notary Public State of Louisiana  
Notary ID No. 9751  
Commission Expires at Death