

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**THE GARDENS AT ELMWOOD PARK SUBDIVISION**

**STATE OF LOUISIANA  
PARISH OF TANGIPAHOA**

BE IT KNOWN that on this 22<sup>nd</sup> day of April, 2005, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

HUNTER BROOKE DEVELOPMENT, L.L.C., a Louisiana Limited Liability Company domiciled in the Parish of Tangipahoa, State of Louisiana with a mailing address of 13081 Royal Oak Drive, Hammond, Louisiana 70403;

hereinafter referred to as "the developer" who did depose and state that the developer is the owner of that certain parcel of property comprising The Gardens at Elmwood Park Subdivision, in Tangipahoa Parish, State of Louisiana, ("the property") containing Lots 1 through 43, and which property is shown on a map entitled "The Gardens at Elmwood Park Subdivision" by Bodin and Webb, Inc. Consulting Engineers, Inc. dated ("the official plat"), a copy of which is duly recorded in the Official records of Tangipahoa Parish. By this act the developer imposes upon the property, the obligations, covenants, restrictions, servitudes, and conditions, hereinafter set forth:

I.

**DEFINITIONS**

- 1.1 **COUNCIL** - The term "Council" as used in these restrictions shall mean and refer to the The Gardens at Elmwood Park Subdivision Council of The Gardens at Elmwood Park Subdivision.
- 1.2 **LOT** - The term "lot as used in these restrictions shall mean and refer to the numbered lots plots on the official plat of the property.
- 1.3 **OWNER** - The term "owner" as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, including the developer. Any person or entity having an interest in any lot merely as the security for the performance of an obligation shall not be an "owner" until such time as the interest holder acquires title by foreclosure or other proceedings or an act in lieu of foreclosure.

II.

**PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS**

**2.1 PURPOSE** - The purpose of these restrictions is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The property is hereby subjected to the obligations, covenants, restrictions, servitudes and conditions herein set forth, including without limitation, the assessment and penalty provisions, to insure the best use and most appropriate development and improvement of each lot; to protect owners against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive Garden Homes thereon, with appropriate locations thereof on the lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain building setback lines; and in general to provide adequately for quality improvements of the property and thereby enhance the values of investments made by the developer and purchasers of the lots.

**2.2 NATURE AND EXTENT** - All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including, without limitation, the assessment, fine, and penalty provisions, are intended as and are declared to be reciprocal, predial (landed) servitudes and real obligations established as a charge on each lot and incidental to ownership thereof and are for the benefit of each owner and the Association and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition to pay all assessments and fines shall also be the personal obligation of the owner of a lot in favor of the Association and owners of other lots. The property and all portions thereof shall hereinafter be conveyed, transferred and sold by any owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the property and the lots and each owner shall be deemed to have agreed to be bound by these restrictions, including, without limitation.

those which may be deemed or determined to be vague or indefinite.

### III.

#### CIVIC ASSOCIATION

- 3.1 For the efficient preservation of the values and amenities in the property, the developer does hereby delegate and assign the powers of administering and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions and collecting and distributing the assessments and fines created in these restrictions to the Gardens at Elmwood Park Garden Homeowners Association. The membership, voting rights, powers and duties shall be as set forth in the Articles of incorporation, and by the By-Laws of the association and by any Amendments of either the articles or by-laws.
- 3.2 Every owner, including the developer, shall be a member of the association.
- 3.3 The association shall have only one class of membership. Owners shall be entitled to one (1) vote for each lot in which they hold the interest required to be an owner. When more than one person is the owner of a lot, all such persons shall be members of the association and the vote for such lot shall be exercised as they among themselves shall determine, but in no event may more than one vote be cast with respect to any one lot. A owner owning more than one lot shall be entitled to one vote for each lot owned.

#### THE GARDENS AT ELMWOOD PARK SUBDIVISION COUNCIL AND PROTECTIVE COVENANTS

- 4.1 There is hereby created THE GARDENS AT ELMWOOD PARK SUBDIVISION COUNCIL, hereinafter referred to as the "Council", to be composed of the Developer until Eighty percent (80%) of the lots are sold, or sooner at the discretion of the Developer. Thereafter it shall consist of three members who shall initially be appointed by the developer. The original three members shall serve for a period of two years. Their successors shall be elected by the lot owners in THE GARDENS AT ELMWOOD PARK SUBDIVISION and shall serve one year terms thereafter. The council shall serve without pay. The purpose of the council is to check all building plans to ascertain compliance with all of the restrictions. The decision of the council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants shall be final and non-appealable.
- 4.2 No construction of any kind shall begin until the council, by a majority vote, shall have approved the construction. The term construction includes original construction (including paint colors), any alterations, and/or additions.

- 4.3 Two sets of plans, including plot plan, must be submitted to the council for approval. One set will be signed by the council and returned to the owner and the other will be retained by the council.
- 4.4 Each lot in The Gardens at Elmwood Park Subdivision shall have the following restrictions:
- A. Each Garden Home constructed in the Gardens at Elmwood Park which is of duplex construction shall have a party wall resting on the line between adjacent lots. In the event that the wall is damaged due to the fault of neither of the owners, the expenses of repairs shall be borne equally between the owners. If the wall is damaged due to the fault or neglect of one of the owners, the expenses of repair shall be that owners responsibility.
  - B. Detached servant's quarters or any other detached structure shall be constructed only with the prior written approval of the council and shall be of the same design and constructed of the same materials as the principal structure.
  - C. Driveways shall be constructed of concrete or similar aggregate masonry material. Loose granular materials such as gravel, crushed stone, or dirt are not permitted nor shall asphalt be permitted. Each driveway shall be a minimum of 12 feet in width.
  - D. Detached servants' quarters or any other detached structure shall be constructed only with the prior written consent of the council.
  - E. The private garage for each residence shall have space for no more than two vehicles.
  - F. Living area of each garden home constructed shall be no less than 1600 feet for lots 1 and 2 and no less than 1200 square feet for the remainder of the lots.
- 4.5 In order to insure a harmonious subdivision, the council reserves the right to approve the precise site of the house or any other structure on each lot; provided, however, such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.
- 4.6 It is clearly understood that the council has thirty (30) days from the time matters are submitted to it, to approve or disapprove any matter. The time period starts from the time the matter is submitted at the address of the council. If the council fails to act within thirty (30) days then the request is deemed approved.
- 4.7 Building lines for each lot shall be governed by the official subdivision plat, which sets forth all building lines.
- 4.8 Any residence erected shall consist of at least 60% brick, brick veneer, hardy plank or stucco. Vinyl siding shall only be allowed under the eaves and soffit

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SUBDIVISION

SHECO

- and on the rear of the garden home. No aluminum siding shall be allowed.
- 4.9 Fireplace flues and chimneys shall be covered with the same type material as used on the exterior of the residence. Exposed galvanized metal caps are not allowed.
- 4.10 No fence shall be erected on any lot beyond the rear line of the residence unless approved by the council. No chain link fencing shall be allowed. All fencing must be of similar type, quality, and construction. No fence shall be used as a wall or structural member of any structure or outbuilding.
- 4.11 The exterior of each Garden Home constructed shall be maintained in conformity with the original construction. Any external repairs shall be of the same type, quality, and color of materials used in the original construction.
- 4.12 If a Garden Home is destroyed by fire, storm, or other peril it shall be rebuilt to conform to the type, appearance and quality of the original structure.
- 4.13 Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the final Plat of The Gardens at Elmwood Park Subdivision.
- 4.14 A lot or lots may be resubdivided or replatted with written consent of the council
- 4.15 This subdivision shall be served by underground utilities only.
- 4.16 Outside lighting, outside music, or sound producing devices shall be subjected to the approval of the council, and any standard adopted by the council in this regard shall be final.
- 4.17 Outside clothes lines, satellite dishes and other above ground improvements are allowable, however, said improvements must be behind the residence and enclosed within a privacy fence, and all of this is subject to the approval by the council. No outside antennas are allowed.
- 4.18 Landscaping shall be installed within three (3) months of occupation of a residence. The front yard must be completely sodded or sown with centipede grass or equivalent, default of which the council may cause such work to be performed and may demand or sue for reimbursement for such costs and reasonable attorney's fees to collect these costs. All landscaping plans must be submitted to the council at least thirty (30) days in advance of installation for approval. Each lot owner shall be responsible for including landscaping around utility boxes in their overall landscaping plan.
- 4.19 All mailboxes must be of the same design, material, and paint color as approved by the council. Specifications, prices, place of purchase and location will be provided by the council before installation.
- 4.20 No residence shall be occupied until fully completed.
- 4.21 No tree being at least eight (8) inches in diameter, measured one (1) foot above the ground, and twenty feet tall may be removed from any lot without prior

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LOTS

MAILBOXES

approval of the council.

- 4.22 No oil or natural gas drilling, nor development operations, nor refinery, nor quarrying or mining operations of any kind shall be permitted upon any lot. Neither shall any wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.
- 4.23 All residences must be completed within nine (9) months of the beginning of construction. Variances may be granted by the council upon a showing of good cause. What constitutes "good cause" shall be the sole decision of the council.
- 4.24 Any outbuilding must be of similar architectural design and construction as the main residence, and the construction must be approved by the council.

IV.

GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

- 5.1 Garden Garden Homes in The Gardens at Elmwood Park Subdivision must be used for single family residential purposes only. No part of any lot shall be used for apartment houses, offices, shops, schools, churches, assembly halls, day care centers, half way houses, nor any other use except as a residence. It is the intent that no residence shall be used for solely rental purposes. However an owner that owns both sides of the duplex may rent one side as long as they occupy the other side as the owner.
- 5.2 There shall be no raising of livestock, including but not limited to cows, horses, pigs, sheep, rabbits, or poultry of any kind. Owners of domestic animals must follow the Parish of Tangipahoa Animal Control guidelines and regulations. Domestic animals shall not be of such kind or disposition, or be kept in such numbers as to cause a nuisance. Dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. No pet shall be tied, tethered or leashed in front of any residence. No dog yard or kennel shall be allowed on any Lot in The Gardens at Elmwood Park Subdivision. No dog, cat or other household pet shall be allowed to roam free, but must be kept on a leash at all times. The owner of any dog, cat or other household pet that causes damage to the other residents of the subdivision shall be responsible to repair such damage. No pet shall be tied, tethered or leashed in the front yard of any garden home.
- 5.3 No mobile Garden Garden Home, junked car, tractor-trailer rig, bus, large commercial vehicle, nor heavy equipment shall be kept, maintained, or stored on any lot in The Gardens at Elmwood Park Subdivision.
- 5.4 No lot shall be used or maintained as a dumping ground for rubbish, trash,

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garbage or other waste. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises completely. Garden compost shall be allowed only in quantities required by one household, provided it is not visible from the street and is kept free of noxious odors and insects.

- 5.5 A motor home, travel trailer, motor boat, house boat, utility trailer, garden tractor, lawn mower, or all terrain vehicle may be maintained, stored and kept on a lot, provided however, that it is contained within a structure approved by the council or within a privacy fence, and in both cases it must be stored in the back yard.
- 5.6 Garbage cans shall be stored so as not to be visible from the road.
- 5.7 No sign of any kind, except standard real estate signs or a contractors sign during construction, shall be displayed for the public view on or from any lot without prior consent of the council.
- 5.8 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become a nuisance or annoyance to the other lot owners.
- 5.9 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed.
- 5.10 Above ground swimming pools with filters are allowed if hidden by a privacy fence. Swing sets, trampolines, playhouses, childrens swimming and/or wading pools, hot tubs, and any other such items which are not used for landscaping enhancement or aesthetic purposes must be maintained in the rear of the residence. It is understood that each lot owner shall maintain his property to provide maximum safety precautions surrounding the installation of any water holding container.
- 5.11 A developed lot may have a vegetable or ornamental garden that is maintained in an aesthetically pleasing fashion behind the residence. Any vegetable garden must be contained within a privacy fence.
- 5.12 Christmas lights shall not be installed before thanksgiving and must be removed by January 7<sup>th</sup> of each year.
- 5.13 Any outbuildings must be behind the rear building line of a residence. Any out building must also be at least ten (10) feet from any lot line.

BOAT + RV

VI.

LANDSCAPE SERVITUDE

- 6.1 The areas shown on the final plat of the Gardens at Elmwood Park subdivision described as the landscape servitude are hereby transferred and conveyed and

delivered, without any warranty whatsoever, but with full subrogation to all rights and actions of warranty the developer may have to the Gardens at Elmwood Park Homeowners Association. To have and to hold these landscape servitude areas in full ownership forever.

- 6.2 These landscape servitude areas are to be dedicated to the common use and enjoyment of the lot owners. The care, upkeep, and maintenance of the areas shall be paid by the association. These landscape servitude areas are not dedicated to the public, but only to lot owners. The cost of the lighting of these landscape servitude areas is to be borne by the lot owners as part of their maintenance fee.
- 6.3 The Gardens at Elmwood Park Homeowners Association shall be in charge of collecting the maintenance fees, and also in charge of the actual maintenance.

#### VII.

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

- 7.1 As stated previously, The Gardens at Elmwood Park Association Inc., hereinafter referred to as "The Association", shall be created. It shall be a non-profit corporation created for the purpose of collecting fees to be used to maintain the landscape servitude of Emerald Gardens Subdivision. It shall also have the power to enforce the collection of these fees as set forth hereafter.
- 7.2 The Association has the specific right, upon a majority vote of its members, to levy and collect (by legal proceeding if necessary) from each lot owner in The Gardens at Elmwood Park an annual assessment in an amount it determines necessary in order to provide said subdivision with lighting, maintenance or the landscaped areas, gardening and any other services generally undertaken or furnished by private associations of property owner, and upon failure to pay within thirty (30) days from the date the notice is given, a copy thereof shall be filed with Clerk and Recorder for the Parish of Tangipahoa, State of Louisiana, and will act as a lien upon the property so assessed. Annual assessments shall be determined by a majority vote of the lot owners. It is specifically understood that each lot is entitled to one (1) vote.
- 7.3 It is clearly understood that any person who purchases a lot in The Gardens at Elmwood Park Subdivision, in fact, becomes a member of The Gardens at Elmwood Park Subdivision Association, Inc., and is subject to all the rules and regulations of these restrictions and The Gardens at Elmwood Park Association, Inc.
- 7.4 The right to collect and administer the maintenance assessments and obligation may, upon a vote in writing of the lot owners, be transferred to a corporation formed for that and any purposes.

#### MISCELLANEOUS PROVISIONS

- 8.1 These stipulations and restrictions are to run with the land for a period of twenty-five (25) years from this date, at which time said covenants shall be



automatically extended for successive ten (10) year periods. These restrictions may be amended at anytime if a two-thirds (2/3) majority of lot owners vote to amend. Each lot is entitled to one vote.

8.2 If any lot owner, their heirs, successors or assigns shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or for the council, and to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, and to prevent him or them from doing so or to recover damages or other amounts for such violation including all costs plus reasonable attorney's fee's actually incurred in enforcing these restrictions. Any first or subsequent purchaser of a lot in The Gardens at Elmwood Park Subdivision shall be entitled to sue on behalf of himself or on behalf of other parties similarly involved or situated, or both, or to seek both those types of relief or such other relief as may be available. Failure of any person, firm, or corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.3 Each member of the Council shall be indemnified by the Council against all liabilities and expenses, including attorney's fees reasonably incurred or imposed on the Council member in connection with any proceeding to which the member may be a party or in which the member may become involved by reason of being or having been a member at the time such expenses were incurred, unless the member is judged guilty of willful malfeasance or misfeasance in the performance of their duties. In the case of a settlement, the indemnification provided for herein shall apply only when the Council approves such settlement and reimbursement is deemed to be in the Council's best interest. The above described right of indemnification shall not be exclusive of all other rights to which such member of the council may be entitled but shall be in addition to such other rights.

THUS DONE AND SIGNED in my office at Hammond, Louisiana in the presence of the undersigned competent witnesses and me, Notary, on the day and date first hereinabove written.

WITNESSES:

HUNTER BROOKE DEVELOPMENT, L.L.C.

*Vickie Steuber*  
Vickie Steuber  
*Allan C. Rude*  
Allan C. Rude  
*Kellie A. Rude*  
Kellie A. Rude

*Blair Hannah*  
By: Blair Hannah  
*Chad Roig*  
By: Chad Roig

*[Signature]*  
NOTARY PUBLIC