Tangipahoa Parish Recording Page

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Greenleaf

What a neighborhood should be.

Article I
Definitions

Lots and /or Lots Shall mean and refer to, as applicable (1) each of the lots which will be created upon the subdivision of the Property and (II) any other property located within the boundaries of the Property

Home Owner Association Shall mean the homeowners association to be formed in accordance to Article II

Lot Owner shall mean and refer to the record owner (or if such lot is subject to an Agreement to Purchase with Declarant, to the contract purchaser) whether one or more persons or entries of the undivided ownership to any Lot or other property situated within the boundaries of the Property or if applicable, any tenant or occupant of the Lot Owner.

Property shall mean and refer to that certain immovable property.

Restrictions shall mean this Declaration of Covenants, conditions, and Restrictions.

Greenleaf Property Owners Association (GPOA)

Article II
General Provision

Section 2.01 These restrictions shall constitute building restrictions, predial servitudes, covenants and real rights running with the land, which are for the purpose of protecting the value and desirability of Greenleaf Subdivision.

Section 2.02 These restrictions shall run with the Greenleaf property and shall be binding on the property, all homeowners and other owners of property in the Greenleaf subdivision, their heirs, successors, or assigns and all parties claiming under them. Any subsequent sale or transfer of the property, any portion thereof, any lot or other property or lease of occupancy of property in this subdivision shall be subject to these restrictions, even if they are not specifically referred to in the sale, transfer or lease of such property. Invalidations of any one of these restrictions by judgment or court order shall not affect any of the other Restrictions, which shall remain in full force and effect.

Section 2.03 Any one or all of these restrictions may be amended, altered or eliminated in whole or in part, or new additional restrictions may be added or supplemental thereto in writing by fifty percent of the lot owners, property executed and recorded in the office of the Clerk and Register

of Conveyances for Tangipahoa Parish. All Greenleaf homeowners shall receive a copy of any amendments and additions to these restrictions and they will be considered enforceable immediately.

Section 2.04 These restrictions shall run with and bind the Lots in the property, and shall inure to the benefit and be enforceable by the declarant, the Architectural control Committee /or the GPOA, their respective legal representatives, heirs, successors, and assigns, for an initial term commencing on the effective date hereof and ending on January 1, 2034. Subject to the prior written consent of the Declarant which consent shall be in its sole discretion, these restrictions may be amended or terminated at any time by the declarant and/or Declarant and lot owners, who to an Agreement duly executed and properly recorded in the appropriate records on Tangipahoa Parish, Louisiana.

Section 2.05 GPOA shall have the right to grant reasonable licenses, easements and rights of way for sewer, water, storm drain, telephone, electricity, gas, cable television or other utility lines over portions of the lots prior to the sale of the home to the owner occupant. Specifically, there is herein and hereby established a drainage servitude of five (5) feet wide along the interior sideline of each lot which shall be graded by owner/builder so as to drain the lot from the back toward the front of the lot and street.

Section 2.06 These restrictions have been made enforceable to protect your investment as well as create a pleasing neighborhood for all invited Greenleaf. The homeowners of Greenleaf will pay all legal expenses incurred by GPOA, in order to enforce these restrictions.

Section 2.07 Maintenance fees will be assessed for, but not limited to, fencing, insurance, maintenance of pool, common areas, maintenance on private rear access roads, in addition to a bond or insurance plan may be purchased for the road maintenance.

Article III
Use of Property

Section 3.01 All Greenleaf lots are approved for single-family residence only. An individual lot cannot be subdivided for resale or any other purpose. One owner may purchase one or more lots adjacent to his own lot to be used for one single residence.

Section 3.02 Any and all improvements on the lots shall be constructed according to requirements provided in these restrictions and shall be maintained by the owner in a safe and attractive condition and be kept in good repair.

Section 3.03 No commercial use of properties within Greenleaf subdivision such as beauty shops, daycare facilities, dress shops, exc.

Section 3.04 GPOA will not provide security at said guardhouse nor does assume responsibility for security in Greenleaf subdivision. GPOA may choose to maintain manned security at the guardhouse at its expense.

Article IV
Architectural Control

Section 4.01 GPOA has control of building single-family homes in the Architectural styles approved by the Greenleaf Architectural Committee, including, but not limited to French country and traditional.

Section 4.02 No structure shall be erected on any lot elsewhere on the property by any person, firm, or corporation without the prior written consent of the Architectural Committee. For the purpose of this section, the word "structure" shall be construed most broadly and shall include but not limited to buildings, swimming pools, fences, sheds, walls, porches, signs, towers, driveways, walks, television antennas, storage facilities, and any other thing erected or placed on any part of the property.

Section 4.03 For the purpose of this section, any addition to a residence and/or structure shall be considered a structure and shall require Architectural approval. If the Architectural Committee has not taken action on the application for the construction within 30 days after receipt of the required plans, then the construction of the subject shall be considered NOT approved.

Section 4.04 In addition to the matter otherwise provided herein, Architectural control shall include the approval of the structures size, structural construction materials, exterior appearance and location on the lot, and window treatment. The Architectural control Committee has the authority to disapprove structures for which it deems not to coincide with the aesthetics of the subdivision or which it deems inappropriate.

Section 4.05 Review of improvement plans and specifications by GPOA is for the purpose of assuring the desired aesthetics for Greenleaf and the continuity of quality workmanship and is not intended nor shall be construed to be for the benefit of any other party or parties.

Section 4.06 The Architectural Committee shall consist of three persons selected by the majority vote of the owners in Greenleaf Subdivision.

Section 4.07 Prior to the beginning of any improvements of any residents, including, but not limited to garage, fence, drainage/waste re-routing, excessive outdoor lighting and/or any other structure or improvements, the homeowner shall submit detailed copy of plans and specifications of the proposed improvements to GPOA for written approval. No work shall be permitted on the improvement until such written approval has been received. The approval of all improvements by GPOA will be based on the requirements of all of these restrictions, all building codes, sanitary restrictions, the overall effect on the appearance and harmony of the Greenleaf neighborhood and the Architectural standards of Greenleaf Property Homeowners Association. Greenleaf Property Homeowners Association reserves the right to disapprove of improvement on the grounds of conflict with existing structures, location with respect to topography, finish design and overall quality of estimated workmanship. The construction of an improvement will be issued a time frame for completion. Written approval may take as much as 30 days. There shall be no appeal to the decision by Greenleaf Property Homeowners Association regarding approval

of Architectural design within Greenleaf. Submitted plans will not be returned, unless otherwise agreed upon.

Article V
Prohibited Use

Section 5.01 Fences may be placed on property only after approved by Greenleaf Property Homeowners Association in regard to placement and material variance. All fences to be made of a minimum of 6 feet or maximum of 8 feet non-treated fence boards, cedar, cypress or other approved wood, brick or other approved material. Every homeowner is required to install and maintain a fence to approved standards and specifications of Greenleaf Property Homeowners Association. All fence placement must be approved by Greenleaf Property Homeowners Association. All fences in rear must stay 8 feet from road for drainage maintenance. All corner lots must keep fences from 10 feet from the road for drainage and maintenance and visibility.

Section 5.02 No unapproved structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home/building or other unattached or out-building structures shall be used on any lot at any time as a residence either temporary or permanent.

Section 5.03 No animals, livestock or poultry of any kind shall be raised, bred or kept on a lot, except that dogs, cats or other household pets which may be kept in reasonable numbers provided that they are not kept, bred, or maintained for commercial purposes and do not infringe on other owners property or rights. No dogs may be kept on chain runs. Dogs that exhibit excessive barking or which otherwise are nuisances to neighbors are not permitted. Dogs must be on a leash. Dogs may not swim in pool or pond. If a dog is not restrained and causes any damages to other homeowners' property, common areas or, dog owner will be held responsible. All pet remains are the responsibility of the owner and must be put in their own garbage containers no matter where they are initially deposited by the animal.

Section 5.04 Homeowners assume the obligation to keep their property from overgrown lawn, weeds or underbrush. Homeowner must maintain garden beds with fresh mulch and keep free of weeds. If homeowner fails to provide this maintenance, GPOA reserves the right to conduct a delegate a reasonably priced service in order to properly restore the property to an attractive condition. In this instance, the homeowner will be responsible for any charges together with any reasonable collection fees that may incur.

Section 5.05 No obnoxious or offensive activity and/or displays shall be carried upon any lot nor shall anything be done there on which may be or may become an annoyance or nuisance to the general neighborhood, or other homeowners in Greenleaf Subdivision. Prohibited nuisance activity shall include excessive revving of loud engines, (examples: motorcycles, outboard motors, other internal combustion engines), unattended property or vehicle alarms, loudspeakers, or other disturbing noises inside or outside of home.

Section 5.06 No sign of any kind shall be displayed to the public view on any lot. All signs must be preapproved by the GPOA and the removal, complaint with given expiration will be enforced. This shall include but is not limited to signs for political candidates or churches. "For Sale Signs", for the residence only, are allowed but may not exceed 3' x 2' and shall not be higher than 5 feet from the ground.

Section 5.07 No clotheslines or similar outdoor drying apparatus shall be located on any lot.

Section 5.08 No lot shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste materials shall be maintained in sanitary containers. All containers must be kept in clean/sanitary condition and not visible from the street when stored. They shall not be placed on the street for garbage collection sooner than 8 PM the night before collection day and shall be removed from the street no later than 8 AM on the day following day collection day.

Section 5.09 All immobile vehicles, boats, utility trailers, and RV's are prohibited from being in sight of homes. Vehicles requiring maintenance or restoration may be kept within an enclosed garage only. No vehicles of any kind may be parked within Greenleaf for the purpose of sale.

Section 5.10 GPOA must be notified of any home sales within Greenleaf prior to the closing of the sale, preferably at the time of the purchase agreement. Greenleaf Property Homeowners Association has an interest in maintaining a high resale value of all homes and as such will help in any reasonable way with your home sale. The original homeowner of any lot within Greenleaf will be responsible to see that the future owner of that home be provided a copy of these restrictions.

Section 5.11 No lot may access any road other than the access roadway designed and placed for the purpose of access to the corresponding home.

Section 5.12 All antennas must be of the concealed type, installed inside attic space or other enclosure, as allowed by the FCC and approved by GPOA. Satellite receiver dishes must be of the modern type, small in size, (such as DIRECTV) and shall be mounted in a professional manner to the structure. All satellite receivers must be out of view and placed in the rear of the home. If the satellite provider is unable to place in the rear, homeowner must have written approval by GPOA before satellite is to be installed.

Section 5.13 No owner shall install or cause to be installed any mailbox except as approved by GPOA. GPOA reserves the right to require standardized mailboxes for all lots, which will be supplied by Southern Mailbox for the cost thereof to be paid for by the homeowner at the time of residency.

Section 5.14 Homeowner (phase 1&2) shall park all vehicles in rear of home in garage and parking area provided so as not to impede traffic flow. Front parking (all phases) shall be for guest and short-term parking only. There will be no parking (phase 1&2) on rear access street. There shall be a maximum of four cars (all phases) per home unless variance is granted in writing.

Section 5.15 No motorized recreational vehicles such as off road dirt bikes, go carts and four wheelers to be driven in any part of the subdivision.

Section 5.16 No one is allowed to swim or fish in pond. Pond is for aesthetic purposes only.

Section 5.17 New landscaping and any changes to landscaping must be approved by Greenleaf Property Homeowners Association. Changes include garden bed size, location, and large bushes and trees. It is the homeowner's responsibility to have appropriate landscaping within three months of move-in date. This includes front yard, garden beds, plants, front and side yard sod or hydro seed.

Section 5.18 No walking or riding in undeveloped areas of the subdivision.

Section 5.19 No children under 10 years old to play in neighborhood unsupervised.

Section 5.20 All homeowners wishing to put up holiday decorations and lights may not decorate earlier than three weeks before the corresponding holiday and must take down decorations no later than two weeks after corresponding holiday.

Section 5.21 The pool, patio and outside bathroom are for residents' use.

Greenleaf Property Homeowners Association

Walt Kramer

WALT KRAMER

Witnesses

Megan Hebert

DONNA A. LANE NOTARY PUBLIC STATE OF LOUISIANA COMMISSIONED FOR LIFE NOTARY ID NO 54823 TANGIPAHOA PARISH LA

Donna A. Lane

NOTARY PUBLIC

Donna A. Lane
Notary ID # 54823
My commission is for life.