

ACT OF CREATING  
MASTER DEED  
RESTRICTIONS AND COVENANTS                      UNITED STATES OF AMERICA  
THROUGH THE 32nd AMENDMENT (1/23/2018)

BY

GREENLEAVES DEVELOPMENT    STATE OF LOUISIANA  
CORPORATION

FOR

GREENLEAVES SUBDIVISION,    PARISH OF ST. TAMMANY  
ST. TAMMANY PARISH, LOUISIANA

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BE IT KNOWN, that on this 15th day of March, 1984,

BEFORE ME, the undersigned authority, a Notary Public, in and for the State and Parish  
aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter  
named and undersigned, personally came and appeared:

GREENLEAVES DEVELOPMENT CORPORATION, a corporation organized  
under the laws of the State of Louisiana, represented herein through its President,  
Eads Poitevent, duly authorized by a resolution of the Board of Directors, which  
resolution is attached hereto and made a part hereof,

EDWARD E. MOORE, JR., a person of the full age of majority and resident of  
St. Tammany Parish, Louisiana, who declared unto me, Notary, that he has been  
married but twice; first to Jeanette Pearl Lowrey, from whom he was divorced on  
November 20, 1975 in Proceedings No. 558-328 of the Civil District Court for the  
Parish of Orleans; and second to Sandra Falk Hazzard, from whom he is separate  
in property as per a marriage contract dated November 26, 1975 and recorded in  
the official records of St. Tammany Parish, Louisiana at COB 732, folio 575,  
whose permanent mailing address is P. O. Box 956, Covington, Louisiana, 70434,

(Hereinafter collectively known as "Owner")

who declared as follows:

WHEREAS, Owner, among themselves, is the record owner of certain immovable property which, in its totality, is commonly known as Greenleaves Subdivision (the "Property"), more particularly described as follows:

A certain parcel of ground situated in Sections 40 and 41, Township 7 South, Range 11 East, and Sections 39, 40 and 47, Township 8 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the Section Corner common to Sections 35, 36, and 41, Township 7 South, Range 11 East, run N67°12'W-654.3', thence S08°53'28"E-1820.35', thence S71°10'12"W-170.09' to the Point of Beginning.

From the Point of Beginning run S20°09'03"E-1990.74', thence S30°00'W-2087.51', thence N59°57'27"W-1072.66', thence S30°18'21"W-3365.87' thence N59°40'08"W-998.10', thence N24°59'30"E-289.79', thence N60°31'57"W-438.96', thence N62°59'08"W-1765.78', thence N12°54'41"W-505.37', thence N74°31'05"E-1818.35', thence N13°50'46"W-239.74', thence N73°50'35"E-130.47', thence N58°45'48"E-141.92', thence N51°55'E-805.0', thence N45°42'E-375.6', thence N36°30'30"E-451.7', thence N26°41'22"E-490.2', thence N47°23'57"E-257.5', thence N54°55'50"E-256.6', thence N64°50'E-764.6', thence N65°22'43"E-396.80', thence N48°19'04"E-350.70', thence N57°36'E-326.82', thence N71°10'12"E-495.55' to the Point of Beginning.

Said parcel contains 362.577 acres.

A certain parcel of ground located in Section 41, Township 7 South, Range 11 East and Section 39, Township 8 South, Range 11 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the Section Corner common to Sections 35, 36, and 41, Township 7 South, Range 11 East run N67°12'W-654.3', thence S08°53'28"E-1020.35' to a point on the Southern margin of Lonesome Road and the Point of Beginning.

From the Point of Beginning run N71°10'12"E-327.36' along said Southern margin, thence N83°43'24"E-7.27' along said Southern margin, thence S70°46'14"E-1216.66' continuing along said Southern margin to the Western margin of the I.C.G. Railroad, thence S30°00'W-1082.49' along said Western

margin, thence N20°09'03"W-1990.74' to the Southern margin of Lonesome Road, thence N71°10'12"E-170.09' along said Southern margin to the Point of Beginning.

Said parcel contains 37.359 acres.

Said parcel of ground is subject to greenbelts, easements and drainage servitudes as shown on the plat and survey prepared by Kelly McHugh & Associates, Civil Engineers and Land Surveyors, dated July 18, 1984, revised August 29, 1984, drawing number 84-268-5.

(Note: Reference to the above survey is solely for the purpose of identifying the greenbelts, easements and drainage servitudes shown thereon. No dedication of streets or designation of lots as thereon depicted is intended or implied. These items will be addressed on the final plat of the subdivision and resubdivision of the Phase 8, Greenleaves Subdivision.)

WHEREAS, Owner desires to provide for the preservation of values and amenities in the Property, and to encourage development that is in harmony with the conception and aesthetic theme of the Property; and to this end, Owner desires to subject the Property to certain covenants, restrictions, privileges, and obligations, as hereinafter set forth, for the benefit of the Property and the subsequent owners thereof;

NOW, THEREFORE, Owner hereby declares that the Property is and shall be held, conveyed, hypothecated, or encumbered, sold, leased, rented, used, occupied and approved subject to the covenants, privileges, restrictions and contractual obligations hereinafter set forth, all of which are declared to be in aid of a plan for the development and improvement of the Property, and which shall be deemed to run with and bind the land, and shall adhere to the benefit of and be enforceable by Owner, its successors and assigns, and any person acquiring or owning an interest in the Property and

improvements, each of whom shall have the right to enforce specific performance of these provisions.

## I. DEVELOPMENT OF PROPERTY, ADDITIONAL RESTRICTIVE COVENANTS

A. Owner intends to sell for the purpose of development all or most of the Parcels within the Property. A party purchasing a Parcel or an approved subdivision of a Parcel from Owner ("Purchaser") shall be responsible for establishing additional deed restrictions applicable to the property purchased, or so much thereof as is subdivided into lots or subjected to condominium regime, which are appropriate for the enhancement and preservation of the aesthetic scheme and concept of the property being developed and addressing those matters set forth in paragraph B, below.

B. Prior to any sale of a lot or unit, Purchaser shall adopt and file a set of restrictive covenants (the "Parcel Deed Restrictions") applicable to the property subdivided or divided into units pursuant to a Condominium Declaration. The determination of the content of the restrictive covenants and amendments thereto shall be at the discretion of the PURCHASER or PARCEL HOMEOWNERS ASSOCIATION subject to review by the Greenleaves Master Association through the G.A.C.C. The Parcel Deed Restrictions shall conform and relate to the master plan for the development of the Property and shall contain provisions dealing with the following subjects:

1. Provisions establishing the uses to be permitted on property within the Parcel.
2. Provisions prohibiting activities considered to be detrimental to the property included within the Parcel and to its occupants.

3. Provisions creating a non-profit property owners' association for all Parcels which are subdivided into more than one ownership interest (the "Parcel Association").

4. Provisions establishing procedures and general standards for control of construction within the Parcel, including, without limitation, provisions for control of the construction of buildings and other improvements, the control of the size and number of buildings and lots, landscape control, sign control, and utility control, and provisions for establishment of one or more architectural committees.

5. Provisions obligating the members of each property owners' association to maintain all property covered by the restrictions and provisions for imposition of assessments upon the owners of property within the Parcel, for the purpose of defraying expenses incurred with respect to common areas and facilities within the Parcel and/or Greenleaves Subdivision and other expenses that may be incurred for the general benefit of the owners of property within the Parcel.

6. A provision authorizing the Greenleaves Master Association to enforce any provisions of the parcel restrictive covenants that are not being enforced by the Parcel Association or other authorized entity.

C. Should Purchaser fail to file restrictive covenants as provided in paragraph A above, Owner may cause to be filed additional restrictive covenants covering the property sold that will incorporate those matters mentioned in paragraph A, or, Owner at its option may obtain injunctive relief against the said Purchaser restraining and enjoining the sale by Purchaser of any lots or units. Any parcel owner shall, in any contract, deed or Act of Sale entered into with another party for any portion of the parcel make reference to these Master Deed Restrictions and any other restrictions in effect with respect to the

parcel and shall require the purchasing party to acquire the property subject to these restrictions.

## II. LAND CLASSIFICATIONS AND USE

A. Zoning Classifications. All parcels of land within the Property have been subdivided and zoned by Owner into one or more of the following use classifications:

1. Single Family Residential (A-4);
2. Multi-family Residential (A-6, A-7);
3. Neighborhood Commercial (C-1);
4. Community Business District (C-1);

as same may be modified by these Master Deed Restrictions and Rules and Regulations (See paragraph III, D).

The zoning classification of the Parcels for each of the above uses shall be in the discretion of Owner until sold. After sale by Owner zoning classifications may be modified or altered only after written approval has been first given by the Greenleaves Architectural Control Committee and thereafter by the appropriate Parish Authority.

### B. Prohibited Uses of Property and Other Obligations.

1. Encroachments. No tree, shrub, other planting, sign or other obstruction shall be permitted to overhang or otherwise encroach on any street, road, sidewalk or other pedestrian way without the prior written approval of the Greenleaves Architectural Control Committee, (the "GACC").

2. Machinery and Equipment. No machinery or equipment shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment which is usual or customary in connection with the improvement

constructed thereon or in connection with the construction of a structure permitted and authorized pursuant to these Master Deed Restrictions.

3. Nuisances. Obnoxious or offensive activities shall not be permitted at any time on any lot, nor shall any activity be permitted at any time on any lot which may be or may become an annoyance or nuisance to the other property owners. Discharge of firearms, explosives, fireworks, or noisemaking devices of any type and use of outdoor speaker and music systems (unless specifically permitted by the GACC) shall not be permitted at any time.

3. A. (1) It shall be the duty of every owner of any animal or anyone having any animal in his possession or custody to exercise reasonable care and to take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from their animals' behavior, regardless of whether such behavior is motivated by mischievousness, playfulness, or ferocity.

3. A. (2) Every owner or keeper of animals shall exercise proper care and control of such animals so as to prevent them from creating or becoming a public nuisance. A violation of any of the following provisions shall constitute a nuisance and is strictly prohibited:

(a) Excessive Barking: Means excessive or untimely barking, howling or yelping that is unreasonably loud and intrusive or disturbing and which interferes with the right of privacy within one's home or unreasonably interferes with the use of one's residential property, which is defined to include single-family, duplex or multifamily dwellings.

(b) Attacking or molesting a person or animal or chasing vehicles.

(c) Animals at large: No person shall suffer or permit any animal in his possession, or kept by him about his premises, to run loose, free or at-large on any street, sidewalk,

alleyway, highway, common or public square, or upon any enclosed land, or trespass upon any enclosed or unenclosed lands of another. Running loose, free or at large means not under the immediate control of a competent person and restrained by a substantial chain or leash.

(d) Scratching on or digging into or urinating or defecating upon lawns, shrubs, buildings or any property, other than property of the owner or keeper. In the case of nuisance by defecation, whether such nuisance shall take place in the presence of the owner or keeper or not, the owner or keeper must promptly remove feces and dispose of them in a sanitary manner or be considered to be further in violation of the provisions of this article.

(e) Premises on which animals, including fowl, are kept shall be maintained so as to prevent all obnoxious odors and stench of such unreasonable intensity and duration that it prevents or essentially interferes with a person's ability to use or enjoy his property, or the presence or breeding of flies, mosquitoes and other pest. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors and disease hazards.

(f) Fines imposed by Greenleaves Master Association for violation of any of the above offenses shall be \$25.00 for the first offense, \$100.00 for a second offense and \$100.00 for any additional violation.

3. B. **Dangerous, Distracting or Unreasonably Loud Noises From a Motor Vehicle.**

The Greenleaves Master Association hereby adopts Section 13-008.00 of the St.

Tammany Parish Code of Ordinances dates March 9, 2017, Chapter 13, Motor Vehicles Traffic, Division I, Motor Vehicles, reproduced below:



**SEC. 13-008.00 Dangerous, Distracting or Unreasonably Loud Noises From a Motor Vehicle.**

(a) Prohibited Conduct: It shall be unlawful to operate any motor vehicle while emitting therefrom any unreasonably loud noises which may distract the operator of such vehicle, which may impair the ability of the operator to hear and respond to emergency vehicles or to the warning sounds of a horn from another vehicle which may distract the operators of other vehicles or which may distract pedestrians. The operator of a motor vehicle is prohibited from operating a vehicle with a device or source that is actually emitting such unreasonably loud noises, which shall include, but are not limited to, radios, stereos, or any other sound systems or devices, including those that are commonly referred to as “boom boxes”, and any vehicle that is not equipped with a muffler that is in good working order, or any vehicle being operated with a muffler that has been rendered inoperative.

1. The owner and/or occupants of any parked vehicle that is emitting therefrom any unreasonably loud noise while the vehicle is not being operated upon the roadway, shall be subject to all applicable nuisance provisions set forth in Chapter 14, including Section 14-001 (d) and Section 14-002.00 and (f), and Section 14-0035.00.

(b) Motor Vehicle: Motor Vehicle shall mean every device by which persons or things may be transported upon a public highway or bridge, except devices moved by human power or used exclusively upon stationary rails or tracts, and includes a “motor vehicle”, which is commonly referred to as a car, any passenger vehicle, truck, tractor, tractor-trailer, truck-trailer, motor home, motorcycle, trailer or semi-trailer propelled or drawn by mechanical power,

(c) Penalty: Any person who shall violate the provisions of this section shall be guilty of a misdemeanor punishable by a fine of not less than ONE HUNDRED (\$100.00) DOLLARS nor more than FIVE HUNDRED (\$500.00) DOLLARS, or by imprisonment for not more than THIRTY (30) DAYS in the parish jail, or both such fines and imprisonment.

(Ord. No. 04-0984, adopted 10/7/2004)

In addition to or in lieu of the fines and penalties imposed by the above ordinance, the Greenleaves Master Association hereby reserves the right to impose a fine for the above offense of **\$25.00** for the first occurrence and **\$100.00** for a second occurrence and fine of **\$100.00** for any additional violations.

Furthermore, the Greenleaves Master Association requests and authorizes the St. Tammany Parish Sheriff's Department to enforce the above ordinance and restrictions within Greenleaves Subdivision.

4. **Parking.** Provision for off-street parking for all occupants and visitors shall be provided by the owner of a lot. No vehicle shall be parked on streets or other areas not specifically designated for parking overnight or for any extended period of time, it being the intent that to the extent reasonably possible no parking shall be permitted on streets, green areas, neutral grounds, etc. Parking beyond the first twenty-five (25) feet from Greenleaves Boulevard (the greenbelt area) shall be screened by garages, well maintained shrubbery, fencing, etc. approved by the GACC. All parking areas shall be surfaced in accordance with the Rules and Regulations published by the GACC and commercial parking shall be properly illuminated and otherwise in conformity with said Rules and Regulations.

A permit must first be obtained from the Greenleaves Architectural Control Committee before any garage, carport, shed (whether attached to the residence or free standing) or outbuilding may be converted, renovated, or enclosed as living area. A prerequisite for obtaining a permit shall be the provision of a parking facility in conformity with the existing deed restrictions, covenant, rules and regulations of Greenleaves Subdivision.

5. Temporary Vehicles. No structure of a temporary character such as a trailer, camper, camp truck, house trailer, mobile home or other prefabricated trailer, house trailer, camper, or mobile home having once been designed to be moved on wheels, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Provided further than no junk vehicle, commercial home, commercial vehicle, or other prefabricated trailer, house trailer, camper or mobile home having once been designed to be moved on wheels, or boat or other machinery or equipment of any kind or character shall be kept upon any lot or in the street adjoining any lot in the subdivision (except for bona fide emergencies) nor shall the repair of automobiles or other vehicles or equipment be carried out on any lot, or in the street adjoining any lot in the subdivision; provided however, that this restriction shall not apply to vehicles, boats, machinery and equipment enclosed in the side or back yard in a storage room, garage, or behind an enclosed wooden privacy fence in the front, side and rear, with a height of six (6) feet from ground level to the top of the fence. All of the equipment in the enclosed area shall not exceed the six (6) foot height restriction of the wood fence enclosure as measured from the ground level of the enclosed fence area. No such equipment can be in the front yard (the front yard being measured from the front of the house to the front property line) or the side yard of a corner lot (such side yard

being measured from the side of the house to the side property line adjoining the street right of way).

6. Maintenance of Lots and Parcels. Except as may otherwise be delegated to a Parcel Association pursuant to the restrictive covenants for a particular Parcel, each owner of a portion of the Property shall maintain his property in good order and repair and no building or other structure shall be permitted to fall into disrepair.

7. Refuse containers. Garbage cans and other refuse containers shall be screened from view and to the extent reasonably practical be maintained at the rear of the lot. Locating such refuse containers near the street shall be permitted only during time of pickup.

8. Re subdivision and Rezoning Property. Except as provided in paragraph II-A hereof, no portion of the Property may be further subdivided or rezoned.

9. Swale Ditches and Ponds. Some drainage for the Subdivision is provided through swale ditches and ponds located in servitudes. Lot owners are required to maintain the swale ditches and ponds free of debris or any other obstructions, both during and after construction of any improvements. The Master Association reserves the right to clear such swale ditches and ponds of any debris and/or remove any blockage should owner fail to do so within 15 days after receipt of written notice, though it is not obligated to do so. Any expense incurred by it in so doing shall be charged against the lot owner as a parcel assessment.

10. Greenbelts and Ponds. Greenbelts have been established along Greenleaves Boulevard and at other points within Greenleaves Subdivision as shown on the official plat of the subdivision. The owner of the property, which includes the greenbelt area, shall be required to maintain the greenbelt area in a park like condition.

The Master Association reserves the right, though not the obligation, to maintain any greenbelts in a park like condition should owner fail to do so within fifteen (15) days after receipt of written notice. Any expense incurred by it shall be charged against the owner as a parcel assessment.

The greenbelt at the entrance of the subdivision adjoining U.S. Highway 190 as well as the ponds adjoining Parcels 1, 2, 3, 4, 5 and 6 shown on the final plat of Greenleaves filed February 28, 1984, Map File No. 817-A shall be maintained by the Master Association at the expense of all property owners in Greenleaves Subdivision.

All greenbelt areas shall be cleared by hand. In order to preserve the greenbelt area during construction each developer of a subdivision shall erect a barrier, at its expense, to protect the greenbelt area, which area shall not be traversed by any construction equipment without specific prior approval of the Greenleaves Architectural Control Committee. After subdivision work has been concluded in the area immediately adjoining the greenbelt areas, upon approval of the Greenleaves Architectural Control Committee, the barrier may be removed. As used herein the term "barrier" shall include flagged rope affixed to stakes, chain link fence, solid wooden fence, wooden rails affixed to stakes, etc. as deemed appropriate under the circumstances by the Greenleaves Architectural Control Committee.

After construction of the jogging paths in the greenbelt area, the greenbelt area shall be planted with azalea, bridal wreath or comparable flowering shrubs, the type size and frequency to be authorized by the Greenleaves Architectural Control Committee.

11. Bike and Jogging Path. The developer of any Parcel (except Parcels 1 and 2) adjoining Greenleaves Boulevard shall construct a bike and jogging path that meanders through the greenbelt from one parcel to another so as to form a continuous

path through the greenbelt areas along each side of Greenleaves Boulevard. Motorized vehicles shall be prohibited from utilizing the bike and jogging path.

12. Culverts. All culverts shall be installed to grades established by the appropriate governing agency and shall be provided with headwalls. Headwalls shall be constructed only in accordance with the Rules and Regulations published by the GACC.

13. Electrical Distribution Service and Street Lighting. All electrical distribution lines and house connections shall be buried underground. Lighting standards must be consistent with those used elsewhere in Greenleaves Subdivision or better and must be serviced by underground cable.

14. Drainage. All drainage facilities shall be sufficient to eliminate unsightly or hazardous ponding conditions. The GACC shall have full authority to make such requirements as it deems necessary to avoid such conditions and to assure that the neighboring properties are not adversely affected by drainage from or to the property being improved.

15. Entrance Feature. All subdivisions, condominiums, developments, and multi-family developments shall include provisions for an entrance feature appropriately identifying them. Such entrance features shall be harmonious with other entrance features within Greenleaves Subdivision and shall be subject to approval by the GACC.

16. Satellite Dishes.

1. No permit is required for professionally installed home reception satellite TV dishes less than 39 inches in diameter. Any dish larger or any other structure for the transmission or reception of radio, television or any electromagnetic

radiation signal must be approved by the GACC through the permitting system. A permit is also required for any mounting pole or mast greater than 12 feet in length.

2. Home satellite TV dishes are generally expected to be mounted to the residence or accessory building. If impractical or otherwise necessary, side yard or rear yard installations are preferred, however, front yard installations are prohibited unless this would preclude reception of an acceptable quality signal. Front yard, side yard or rear yard ground installations must be screened from view of the street and neighboring residences by fencing or shrubbery. No portion of any equipment may extend across a property line.

3. It is the intention of this covenant to promote the safety and aesthetics of the subdivision and to have these devices no more visible and virtually indistinguishable from other devices such as heat pumps, air-conditioning units, garden equipment and other items associated with life in a residential community.

4. Nothing in this covenant is expected to unreasonably delay or prevent installation, unreasonably increase costs, or preclude reception of an acceptable quality signal. Variances will be considered on a case by case basis.

17. Air Conditioning. Air conditioning shall be provided to all buildings by central units. Window units are expressly prohibited from use in Greenleaves Subdivision.

18. Peddler. Greenleaves Master Association hereby adopts the St. Tammany Parish Code, Article I, Section 17-001.00 through Section 17-006.00 as follows:

## **IN GENERAL**

The word “peddler” as used in this Chapter shall mean any individual, whether a resident of this Parish or not, traveling by foot, wagon, automobile, motor truck or any other type of conveyance, from place to place, from house to house, or from street to street, for the sale of, as well as the selling, offering for sale or taking or attempting to take orders for the sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or not or whether he is collecting advance payments on such sales or not; provided that such definition shall include any person who, for himself, or for another person, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or any other place within this Parish for the sole purpose of exhibiting samples and taking orders for future delivery, or soliciting funds or promoting political and/or religious ideologies.

**EXCEPTIONS TO CHAPTER** – The provisions of this Chapter shall not apply to the following:

- Sales made to dealers or permanent merchants by commercial travelers selling in the usual course of business;
- Sheriffs, constables, bona fide assignees, receivers or trustees in bankruptcy or other public officers selling goods, ware and merchandise according to law;
- Bona fide residents of the state selling fruits, vegetables, dressed meats, fowl or farm products which were produced on land within the state, owned or controlled by such vendor;



- Non-profit organizations as defined by Chapter 2, Louisiana Revised Statute 12, shall be exempt from the provisions of this Chapter upon obtaining a fee free Parish permit by producing a copy of their certificate of incorporation as described by Louisiana Revised Statute 12:205 and signing the appropriate Parish form attesting to their non-profit nature and having said form duly notarized by a licensed notary. Said Parish permits or a copy thereof must be carried on the person(s) at all times while engaged in any activity regulated by this Chapter and must be produced on demand when so requested by an official or citizen of the Parish. St. Tammany fee free permits issued under the provisions of this Section shall be valid only from 8:00 a.m. until 9:00 p.m. in the area of the Parish zoned residential and shall not be valid for solicitors upon any property posted with “NO Soliciting” signs.

#### **ENTRANCE TO PREMISES RESTRICTED**

It shall be unlawful for any peddler to enter upon any private premises when such premises are posted with a sign stating “No Peddlers Allowed” or “No Solicitations Allowed” or other words to such effect.

#### **REFUSING TO LEAVE**

Any peddler who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the same and not return to such premises, shall be deemed guilty of a Misdemeanor.

### **MISREPRESENTATION**

It shall be unlawful for any peddler to make false or fraudulent statements concerning the quality of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

### **HOURS OF OPERATION**

It shall be unlawful for any peddler to engage in the business of peddling within the Parish between the house of one-half hour before sunset and 9:00 a.m. the following morning, or at any time on Sundays, except by specific appointment with an invitation from the prospective customer.

19. Solar Energy Systems. In accordance with LA Revised Statutes, Title 30:1151 et seq concerning and defining solar devices and solar systems and in particular, Section 30:1154, Greenleaves Master Association hereby establishes the following rules to be conformed to for approval of use of a solar energy system in Greenleaves Subdivision:

1. All proposed solar energy systems must be approved by the Greenleaves Architectural Committee
2. Solar panels are restricted to roof mounting.
3. Panels must be enclosed within a frame that blends in with the roof.
4. A black or other dark color back sheet; monocrystalline panels or equivalent are therefore required for the sake of aesthetics.
5. Panels must possess a sleek, low profile.
6. Preservation of trees should be considered when applying for approval of solar panels including replanting, if necessary, using the Greenleaves Tree Policy as a guide.
7. Nothing in this policy is intended to unreasonably restrict residents' installation of solar panels and variances may be considered as needed on a case by case basis.

C. Further Restriction on Use. Nothing contained above shall be construed to prohibit or limit the filing of restrictive covenants covering individual Parcels of the Property which contain further and additional restrictions on the use of the parcels covered by such restrictive covenants.

D. Community Bird Habitat. Greenleaves is designated as a bird habitat for the protection of all birds during the entire year. It shall be prohibited to trap, shoot or attempt to harm in any manner any bird or wild fowl or to rob bird nests or wild fowl nests; provided however, if starlings or similar birds are found to be congregating in such numbers in a particular area that they constitute a nuisance or a menace to health or property in the opinion of the GMA, the GMA shall attempt to find a satisfactory alternative.

### III. ARCHITECTURAL CONTROL COMMITTEE

A. Composition of Committee. The Greenleaves Architectural Control Committee (the "GACC") shall consist of 3 or more members, none of whom shall be required to meet any particular qualifications for membership. The term of each member shall be one (1) year and shall extend until the appointment of his or her successor. Vacancies created by resignation or removal shall be filled by the Master Association as provided below.

B. Appointment and Removal. The right to appoint and remove members of the GACC shall vest in the Master Association. Members of the GACC shall receive no compensation; however, it may hire a staff including by way of illustration and not limitation, architects and experienced field inspectors.

C. Release of Liability. By submitting plans and specifications to the GACC, the party so submitting the plans relieves and releases the GACC and each and every one

of its members from any liability or responsibility for failing to discover or point out any deficiencies in said plans and specifications. The GACC does not intend to, nor will it act as the architect or construction supervisor for the applicant, it at all times being the responsibility of the applicant to obtain its own professional assistance. Should a third party file suit or threaten litigation over applicant's project against the GACC or any of its members, then the applicant agrees to hold harmless and indemnify the GACC and each of its members from any liability or responsibility arising out of, or in any way connected with the performance of the GACC's duties as set forth herein, and in the Rules and Regulations promulgated by the GACC.

D. Authority to Establish Rules and Regulations. The GACC shall have authority to establish rules and regulations for construction of buildings and projects, and the development of subdivisions within the Property, which rules and regulations may be amended at any time and from time to time by a majority of the GACC. Said rules and regulations shall address the following matters, which are illustrative and not limiting:

1. Information, plans and specifications required for approval of subdivisions.
2. Information, plans and specifications required for approval of projects, such as, construction of commercial, professional and/or multi-family structures and associated improvements.
3. Site clearing requirements for subdivisions, projects and individual lots.
4. Information, plans and specifications required for approval of construction of single family residences.
5. Roadway and utility construction.

6. Protection of existing conditions and utilities.
7. Off-street parking.
8. Signs for streets, project identification, and traffic control.
9. Tree and landscape requirements.
10. Provisions for bike and jogging paths.
11. Provision for additional land use restrictions.
12. Enforcement of the Rules and Regulations.
13. Architectural standards for commercial buildings and

developments, including style, appearance, materials, textures, colors, density, tenant mix, access, service roads, set back lines, signage, fire lanes, location of utilities, and other such matters.

14. Review of Parcel Deed Restrictions and Covenants.

E. Authority to Grant Variances. The GACC shall have the power and authority to grant variances from the strict application of any of these covenants and the Rules and Regulations imposed herein or in accordance herewith, provided that such variances shall not subvert the purpose and principal thereof; and the grant of such variance will, in the opinion of the GACC, improve the quality and/or appearance of the project or alleviate practical difficulties or undue hardships. Such variances as may be approved by the GACC shall be considered on an individual, case by case basis, and shall not be considered as setting a precedent for future decisions by the GACC; nor shall such approval negate any future application of the restrictions so varied with respect to other portions of Property.

F. Authority to Establish Permit Application Fees. The GACC shall have authority to establish and impose on applicants fees for processing and reviewing

applications for subdivision development, and/or for construction or alteration of structures or other physical improvements as required by these Deed Restrictions, including, without limiting the generality of the foregoing, administrative costs, professional fees and inspectors salaries. Such expenses may be paid in whole or in part by the Master Association from regular and/or other assessments, in which event the application fee shall be adjusted accordingly.

#### IV. ARCHITECTURAL CONTROL AND CONSTRUCTION

A. Approval of Construction, Procedure for Amending Rules and Regulations. No subdivision shall be developed or structure or other physical improvement erected or substantially altered on any portion of the Property by any person without the prior written approval of the Greenleaves Master Association and the Greenleaves Architectural Control Committee; and then only in accordance with these Master Deed Restrictions as amended and the Rules and Regulations for Developers, Contractors and Home Builders (the "Rules and Regulations") approved by the Master Association and promulgated by the Greenleaves Architectural Control Committee, as amended through date of this 5<sup>th</sup> Amendment to Act Creating Master Deed Restrictions, including, among other things, the Architectural Standards for Commercial Buildings and Development, and the amount and imposition of fines for violation of said Rules and Regulations and Architectural Standards for Commercial Buildings and Development, as set forth therein and in the amendments to the Rules and Regulations, all of which are hereby approved, ratified and affirmed, and so approved, ratified and affirmed said Rules and Regulation, as amended, and Architectural Standards for Commercial Buildings and Development, are hereby made part of these Master Deed Restrictions.

For purposes of this section, an addition to a present structure shall be considered a structure and shall require approval.

The Rules and Regulations, together with the Architectural Standards for Commercial Buildings and Development, may be amended from time to time by the Master Association without the necessity of amending the Master Deed Restrictions, provided that, a copy of any such amendments shall be maintained on file with the secretary of the Master Association and made available to any interested party for review and photocopying during normal business hours at the office of the Master Association. Amendments to the Rules and Regulations, including the Architectural Standards for Commercial Buildings and Development, shall first be approved by a majority vote of the Greenleaves Architectural Control Committee. The Greenleaves Architectural Control Committee shall then present the approved amendment to the Parcel Representatives of the Master Association for review and approval by a majority of them in attendance at a regular or special meeting called for the purpose of reviewing and approving said amendments at which a quorum is present. The amendment shall become effective immediately upon approval of the Master Association.

The foregoing notwithstanding, any proposed development or structural or other physical improvement erected or substantially altered on any portion of parcel 1 or parcel 2 of Greenleaves Subdivision, or any other parcel in Greenleaves Subdivision zoned for commercial purposes, shall be subject to further review by the parcel representatives sitting as the members of the Greenleaves Master Association. Any applicant for development of said commercial property shall first follow the procedures set forth by the Greenleaves Architectural Control Committee, including adherence to architectural standards imposed by the Greenleaves Architectural Control Committee on

commercial development for obtaining approval of the proposed development or structure. Once having satisfied the Greenleaves Architectural Control Committee and obtaining approval there from, said commercial development or structure shall be submitted to the Greenleaves Master Association membership for further review and approval. A majority vote of the parcel representatives seated at a meeting at which a quorum is present called for the purpose of considering and taking action with respect to the approval, or not, of the proposed commercial development or structure shall be required to approve or deny, as the case may be, the proposed commercial development or structure. An appeal from the decision of the Greenleaves Master Association shall be to the District Court.

B. Necessary Information. The information which must be submitted in order to obtain approval from the GACC shall be set forth in detail in the Rules and Regulations.

C. Time for Approval. The GACC shall have a reasonable time as set forth in the Rules and Regulations to approve or disapprove an application. After time has expired, if Applicant has not been notified of approval or disapproval, Applicant shall notify GACC in writing and thereafter GACC shall have five (5) days to act on the application, otherwise, the approval shall automatically be granted. Any disapproval shall be accompanied by a list of deficiencies which may be corrected and resubmitted for approval.

D. Standards for Approval. The GACC shall grant approval only if it determines, in its sole and absolute discretion, that:

1. The applicant shall have furnished all information required by the GACC;



2. The proposed subdivision, structure or other improvement shall conform to the requirements of the Master Deed Restrictions and the Parcel Deed Restrictions (if any) covering the property on which the structure or other improvement will be constructed;

3. The proposed subdivision, structure or other improvement shall conform to the aesthetic standards and master plan in effect at the time of the approval and as established or to be established or modified from time to time by GACC for the Property as a whole as to quality of workmanship and materials and as to harmony of external design and location with existing and proposed other subdivisions, structures, and/or improvements; and

4. The proposed subdivision, structure or other improvement shall comply with the Rules and Regulations and all applicable laws and ordinances. Should the application for approval include a plan for the development of an entire Parcel, then in addition to the foregoing, the following requirements shall be satisfied by applicant.

a. The Parish Governing Authority and any other governmental or quasi-governmental entity with jurisdiction over the development of the Parcel has provided written notice, satisfactory to the GACC, that the development and construction plan has been approved, conforms to all applicable laws and ordinances and that all necessary permits have been issued or will be issued if the development of the Parcel proceeds in accordance with the approved development and construction plan;

b. The exterior design and exterior materials for all structures and other physical improvements contemplated in the development and the construction plan are comparable or exceed the quality of exterior design and exterior materials utilized in

developments of the highest quality in the greater New Orleans area of similar type and size.

5. Any proposed commercial subdivision, development, or structure or other improvement shall comply with the rules and regulations established by the Greenleaves Architectural Control Committee, including the Architectural Standards for Commercial Developments which are hereby made specifically applicable to all commercial development within Greenleaves Subdivision.

6. The term "Architectural Standards for Commercial Development" shall refer to those Architectural Standards for Commercial Developments prepared by the Greenleaves Architectural Control Committee and approved by Parcel Representatives of the Greenleaves Master Association at a special meeting held February 20, 1990, a copy of which is on file with the secretary of the Greenleaves Master Association for review and photocopying. The Architectural Standards for Commercial Developments may be amended from time to time in accordance with the procedure established in these Master Deed Restrictions for amendment of the Rules and Regulations of the Greenleaves Architectural Control Committee. The Architectural Standards for Commercial Developments, as same may be amended from time to time, are hereby incorporated herein by reference.

7. The applicant must be in good standing insofar as payment of homeowner association dues is concerned. No permit will be issued to a homeowner who has allowed a lien to be filed against his or her property for nonpayment of homeowner association dues.

D. Proceeding with Work. Upon receipt of approval and a Certificate to Proceed from the GACC, the applicant shall, as soon as practicable (and upon the

issuance of a permit by the applicable governmental agency), satisfy all terms and conditions thereof and diligently proceed with the commencement and completion of all construction, refinishing, alterations and excavations pursuant to said approval; provided, however, such commencement shall occur, in all cases, within six (6) months from the date of the Certificate to Proceed. If the applicant shall fail to comply strictly with this paragraph, any approval given pursuant to this section shall be deemed revoked unless the GACC, upon written request of the applicant made prior to the expiration of said six (6) month period, extends the time of such commencement. No such extension shall be granted except upon a finding by the GACC, in its sole and absolute discretion, that there has been no change in the circumstances under which the original approval was granted.

E. Failure to Complete Work. The applicant shall complete the construction, reconstruction, refinishing or alteration of any such improvement within one year after commencing construction thereof, except and for so long as such completion is rendered objectively impossible or would result in great hardship to the applicant due to labor disputes, fires, national emergencies, natural calamities or other supervening forces beyond the reasonable control of the applicant or his agent; provided the overall development of an entire or substantial portion of an entire Parcel pursuant to an approved development and construction plan shall be completed within the period of time contemplated by the approved development and construction plan. In the event that construction of an entire Parcel or substantial portion of an entire Parcel is not completed as aforesaid, the Master Association, upon the recommendation of the GACC shall have the right to assess the owner of the said Parcel for the cost of completion and enforce said assessment in accordance with Section V.E. No earth, dirt, soil or rocks located in

Greenleaves Subdivision shall be removed without first obtaining a permit from the GACC granting its removal.

F. Landscape Control.

**General statement:**

Greenleaves places a high value in the combined appearance and general atmosphere created by the existence of its trees. Further, it places high value on the diverse species of trees and their natural abundance and location.

**Definition:**

**Tree** n. A large plant with a woody trunk, often having branches and leaves at some distance from the ground and living for more than two years, usually for many years. The World Book Dictionary.

**Bush** n. A woody plant smaller than a tree, often with many separate branches starting from or near the ground. The World Book Dictionary.

For the purpose of this policy document, we consider all species of trees such as, evergreens, deciduous, and fruit to hold equal value, and are covered equally by this policy, with the exception of the Pine tree, Gum tree, River Birch tree, Bradford Pear tree, Crepe Myrtle tree, and Chinese Tallow tree.

**Planting of trees:**

Planting of trees is encouraged.

No permit is required for a resident to plant a tree on their private property.

No tree of five (5) inches or greater in diameter or sixteen (16) inches or greater in circumference measured at a height of forty-eight (48) inches from the ground, located in

Greenleaves Subdivision, including but not limited to any tree situated on any residence, greenspace, servitude or otherwise, shall be removed without first obtaining a permit from the GACC granting its removal.

No permit is required if the tree is less than 5 inches in diameter or less than 16 inches in circumference as measured 48 inches above the ground, however this must be verified by the Parcel President before the trees are removed.

Also, no permit is required for removal of a tree that has been blown down or uprooted by a storm or other natural occurrence, however the property owner is required to notify the GACC of the trees' removal within 5 days-except if the removal is the result of a hurricane or major storm. (see page 30 for procedure)

**TREE REMOVAL PERMITS WILL BE GRANTED IF:**

- 1) The tree poses a danger to real property or is within 10 feet of the structure. A certified structural engineer's report may be requested from the homeowner if foundation damage or threat of damage is claimed as the reason for removing the tree at home owner's expense;
- 2) The tree poses a danger to human safety;
- 3) The tree is diseased and cannot be saved;
- 4) The tree is diseased and threatens the health of other trees;
- 5) The tree removal is necessary for construction of an approved project;
- 6) The tree is a Pine tree, Gum tree, River Birch tree, Bradford Pear tree, Crepe Myrtle tree, or Chinese Tallow tree.

However, permits will still be required in all the above instances.

**DANGEROUS/DISEASED/INFESTED TREES:**

Upon notification by Parcel Representative or Master Association, property owners shall be suggested to remove dangerous, diseased or infested trees after receiving written notice accompanied by a report from a licensed arborist. In such cases permits will be reviewed/approved on an expedited basis.

**PERMITS WILL BE DENIED IF THE REASON FOR REMOVING THE TREE IS:**

- The number of trees in an area of the yard except to promote growth of a more desirable tree(s).
- The shape of the tree.
- Because the tree has multiple trunks;
- Because the tree is shading other plants or trees;
- Because the tree is too close to another tree;
- Because tree limbs were damaged by a storm;
- Because the tree sheds limbs or leaves too often.

**TREE REPLACEMENT:**

If the removal of an existing tree, other than felled by a declared natural disaster, either (a) creates an area bare of any tree within an eighteen (18) foot radius between other existing tree trunks, or (b) reduce by ten percent (10%) or more all the existing trees on an individual property, the property owner(s) shall be required to plant evergreens, deciduous or fruit trees that is at least six (6)-feet tall for each tree removed when practical. The new tree and its general placement on the property must be agreed upon in

writing by both the homeowner and the GACC as part of the permit process for removal of the former tree(s). The GACC has the right to require confirmation of the new tree planting(s) by the next fall or spring planting cycle after the removal of the former tree(s). Failure to plant and maintain a new tree could lead to a fine imposed by the GACC of \$25 per day per violation.

**TREE STUMPS:**

All tree stumps must be ground to a level below the natural grade line, if the stump would otherwise be visible from the street. Stumps are to be removed within seven (7) days of the tree removal.

**PERMIT PROCESS:**

1. Measure the tree at a height of 48 inches above the ground;
2. If the tree appears less than 5 inches in diameter and is less than 16 inches in circumference, call your parcel president and ask for verification that the tree will not require a permit;
3. After receiving verification from your parcel president, you may remove the tree;
4. If the tree is 5" or more in diameter and is 16" or more in circumference proceed as follows:
5. Obtain a permit application form from the GMA Office.

Note: Step 6 & 7 are to be omitted if reason for removing the tree is for construction of an approved project

6. Contact an insured/licensed tree service professional with the permit request;
7. Submit the completed request to your parcel president.

**PARCEL PRESIDENT’S RESPONSIBILITY:**

1. A designated parcel president or officer will respond to a request for verification per step 2 above;
2. The parcel president will warrant that the tree in question is exempt from the permit process as indicated above;
3. The parcel president will respond to a permit request by:
  - Checking the completeness and accuracy of the completed permit request form;
  - Approve or deny the request based on inspecting the tree and any comments of the tree professional. Note, sign and date the survey plot plan;
  - When comparing the parcel and the GMA restrictions and covenants the more restrictive shall apply;
  - Turn the completed form in for GACC approval.

**GACC RESPONSIBILITY:**

1. A GACC member will review the completed request.
  - If the request does not meet the guidelines for removal but the parcel president has approved the request, the GACC will discuss the application with the parcel president for resolution;
  - If the parcel president has denied the request, a GACC member will visit the homeowner;



- Difference of opinion will be worked out by the GACC.
2. GACC will notify the homeowner of the final decision, granting or denying the permit.

**GACC DECISION APPEAL:**

The homeowner may appeal the GACC decision to the GMA board by contacting the GMA office within 30 days then appearing before the GMA/GACC board at their next scheduled meeting.

**PERMIT:**

Your approval permit must be displayed where it can be seen from the street while the work is being done.

**VIOLATIONS, FINES:**

Failure to obtain a Greenleaves clearing permit will result in fines of:

**FIRST VIOLATION                      \$250.00 PER TREE**

**SEBSEQUENT VIOLATION              \$500.00 PER TREE**

**EMERGENCY REMOVAL:**

No permit will be required in the event of an emergency, limited in definition to mean that the tree is in imminent risk of falling so as to cause danger or serious bodily harm or property damage before an application for a permit to the GACC can be submitted. The owner of a property on which a tree has been cut down or otherwise removed because of emergency, as above defined without permit shall be responsible to submit evidence which supports the emergency to the GACC within five (5) days of the tree removal. Should the GACC question whether an emergency situation existed after reviewing the evidence submitted, it shall conduct a

hearing within thirty (30) days after the tree removal wherein the owner of said residence shall be given the opportunity to submit any additional physical or testimonial evidence to allow for a final determination by the GACC of the issue. Failure to provide the required evidence shall be taken as a presumption that the Owner is in violation of this restriction. In all cases the GACC shall exercise reasonable discretion as to what is and is not a tree under the above guidelines.

G. Utility Control. Water distribution and sewerage collection facilities shall be furnished exclusively by the Greenleaves Utility Company, its successors or assigns (the "Utility Company"). All sewerage and water systems constructed within the Property shall be connected to the water distribution lines and sewerage collection lines of Utility Company at the point and in the manner approved by Utility Company. The legal person(s) connecting to said facilities shall pay a reasonable monthly service fee, as well as an initial connection fee as approved by the Louisiana Public Service Commission.

A developer of any parcel of land within Property shall donate to Utility Company, and Utility Company shall accept from such developer, the water distribution systems and sewerage collection systems constructed by developer within said parcel in accordance with plans and specifications approved in advance by the GACC and Utility Company, and satisfactorily tested and inspected by the State of Louisiana, Department of Health and Human Resources and engineers of the Utility Company.

## V. MASTER ASSOCIATION

A. Membership. Owner, the owner(s) of any Parcel of the Property which has not been subdivided for sale to multiple owners, and/or each Parcel Association created pursuant to the restrictive covenants covering such Parcel shall be deemed a member of the Master Association. The memberships, with the exception of Owner's, shall be deemed appurtenant to Parcels of the Property and shall not be transferred in any manner.

Each member Parcel Association shall designate an individual to represent the Parcel Association in the Master Association.

B. Voting. The owner of each Parcel or the Parcel Association created pursuant to restrictive covenants covering such Parcel shall have a number of votes in the Master Association equal to the number of acres contained within said Parcel including streets, greenbelts and other common and public areas. In addition to the votes Owner may have as an owner of a Parcel, Owner shall have 110 votes for a period ending on the earlier of (i) the date owner conveys its last remaining Parcel of the Property, (ii) 7 years from the date hereof, or (iii) the date Owner files a declaration waiving said additional votes. Any action of the Master Association shall be approved by a majority of the votes cast at a regular or special meeting of the Association.

C. Duties of Master Association. The Master Association shall perform the following duties for the enhancement and improvement of the Property:

1. Own, construct, operate and maintain for the benefit of its members all portions of the property, if any, conveyed to the Master Association by Owner, or otherwise acquired, including by way of illustration but without limitations, streets, roads, entrance features, greenbelts, ponds, recreational areas, parks and open spaces;

a. Obtain financing through a reputable financial institution(s) in order to fund the execution of the duties provided in article V, paragraph C, subsection 1 above. Such financing shall be secured at competitive market rates with repayment schedules in accordance with standard practices for other debt obligations of a similar nature and magnitude. The President or any other officer of the association, shall, upon majority vote of the Master Association, be empowered to execute all documents and

provide such security as required by the lender and as contained in the resolution authorizing the incurring of such debt.

b. The Master Association shall exercise exclusive contract rights on behalf of all property owners in Greenleaves Subdivision with regard to garbage collection.

2. Obtain and maintain insurance and pay property taxes on any portion of the Property owned by the Master Association;

3. Appoint and remove members of the GACC as provided in these Master Deed Restrictions;

4. Maintain and repair any portion of the Property including, if deemed necessary by the Master Association, any part of the Property dedicated to the public but not adequately maintained by the appropriate governing authority. In the event a portion of the Property is not maintained by the Owner thereof, or in the event the Master Association receives a complaint from any resident of the Property that the Property is not being maintained in accordance with the subsection II.B.6, above, or has violated any other provisions of these restrictions and/or rules and regulations of the subdivision and/or restrictions of the respective parcel, the Master Association shall have the right to demand of the owner that the Property be placed in a state of repair or the violation be otherwise corrected. Within seven (7) days from receipt of the notice of violation, the owner may demand a hearing before the GACC which will convene within a reasonable time to determine the validity of the alleged violation. Failure by an owner to immediately comply with a demand by the Master Association will result in a fine of \$100 per day until repairs are completed if the cause of disrepair is failure to comply with the original project specifications or defective materials or workmanship, or conscious

disregard of the restrictions and/or rules and regulations of the subdivision; and \$25 per day until repaired if the cause of disrepair or violation is one beyond control of the owner, all as determined by the GACC. The fines imposed under this section will begin to accrue seven (7) days from receipt of the notice of violations regardless of whether a hearing is convened. In the event a complaint is found to be invalid, payment of the fine will be excused. It is the intended purpose of the above sanction to foster prompt resolution of complaints. Depending upon the nature and extent of repair required or violation cited, if an owner or parcel association is proceeding with due diligence to complete necessary repairs or correct the violations within a thirty (30) day period, the Master Association may, in its sole discretion, waive the imposition of a fine for said thirty (30) days. The Master Association may, in its discretion, exercise its right to complete the necessary repairs and assess the owner of said portion of the Property for all costs expended by the Master Association for maintenance and repair. In such event, interest of twelve (12%) percent per annum shall be paid by said owner or parcel association on the principal sum due until paid in full. The fine provided above shall also be assessed until such time that either the portion of the Property has been repaired by its owner or parcel association, or until full payment has been made to the Master Association for the amount assessed in connection with necessary maintenance and repair.

5. Enforce each of the provisions of these Master Deed Restrictions and individual Parcel Restrictions should the Parcel owners or Parcel Association fails to do so;

6. Enforce each of the provisions of these Master Deed Restrictions and individual Parcel Restrictions should the Parcel owners or Parcel Association fails to do so.

7. Enforce the Rules and Regulations established by the GACC;

8. Establish rules and regulations which in the sole discretion of the Master Associations are deemed necessary and proper to carry out the responsibilities and duties of the Master Association as set forth herein.

9. The Master Association acting through its Board of Directors shall require service contracts for all projects which exceed the cost of \$2,500.00 and shall use the standard form hereto attached as Exhibit "A".

D. Assessments. The Master Association shall have the power to assess its members for the costs and expenses of performing each of its duties set forth in these Master Deed Restrictions. Except as set forth in Subsection 2 and 3 below, each assessment shall be determined by dividing the total amount of the assessment by the number of votes in the Master Association and assessing the resulting amount multiplied by the number of votes held by said Parcel to each Parcel and the owner of, or Parcel Association for, each of said Parcels.

1. Regular Assessments. In the event the duties of the Master Association require continuous and repeated expenditures, the Master Association shall determine on/or before December 1 of each year an estimate and budget of the total expenditures to be made by the Master Association during the following calendar year. Said amount shall be assessed against each Parcel as provided above and shall be collected in equal quarterly installments on such dates as may be selected by the Master Association. In the event the Master Association determines that the amounts so assessed

are inadequate to meet the actual expenditures of the Master Association, the Master Association shall levy a special assessment to collect such difference. In the event the amounts so assessed exceed the actual expenditures, the Master Association shall, in its discretion, apply such excess against the estimate of expenditures for the next period or refund such excess to the parties assessed.

2. Special Assessment.

A. In the event the duties of the Master Association do not require continuous and repeated expenditures, no budget for regular assessments shall be required and the Master Association shall determine the actual cost of specific expenditures and make special assessments therefore against the Parcels and the owners of, or Parcel Associations for, such Parcels.

B. Special assessments may also be made by the Master Association for GMA approved capital expenditures in excess of the regular assessment, and in such case, the special assessment shall be made against the individual lot owner or homeowner including single home, townhome, condominium, apartment owner or commercial property owner. Special assessments approved under this provision shall have a specified time limit.

3. Parcel Assessment. In the event the Master Association determines to maintain or repair a portion of the Property not owned by the Master Association in accordance with Section V.C.4 above, the Master Association shall assess the entire cost thereof against the Parcel and the owner or owners thereof, or Parcel Association for, the Parcel in which said portion of the Property is located.

4. User Fee. In addition to the assessments provided for hereinabove, there shall be imposed a monthly user fee upon the lessees or renters of all units within

the multi-family zoned Parcels of the Property. The user fee shall be in an amount determined annually by the Board of Directors of the Master Association and shall be billed directly to the lessees or renters as a separate charge on the monthly utility bill. Any deposit held by the Greenleaves Utility Company shall be applied first to any unpaid sewerage or water fees, and then to any unpaid user fee. The user fee shall not be imposed until such time as the Master Association completes the first phase of the recreational facility to be constructed on Parcel 9.

E. Enforcement of Assessments and Covenants. Each regular, special or parcel assessment levied hereunder shall be a debt and obligation of the Parcel; against which it is levied and of the owner of, or Parcel Association for, said Parcel and/or the property owners within the Parcel. In the event of non-payment of an assessment within fifteen (15) days of delinquency of the assessment, a lien affidavit setting forth the amount due plus a late charge of one and one half (1 & 1/2) percent per month beginning 30 days after the due date may be filed against the Parcel and the owner of, or Parcel Association for said Parcel and/or the property owners within said Parcel as authorized by and provided for in Louisiana Revised Statute 9:1145 et seq. The Master Association is further authorized to file suit in its own name in any court of competent jurisdiction to perfect said lien and collect said assessments, plus late charges and attorney fees and to enforce any other provisions of these Master Deed Restrictions and/or Rules and Regulations.

F. Organization of Master Association.

1. The Master Association shall be a non-profit corporation and shall be organized and operated in accordance with the laws of the State of Louisiana, its Articles of Incorporation and By-Laws.



2. The Board of Directors shall be composed of no more than one member of a household unless the members of the household own more than one property in Greenleaves Subdivision.

## VI. GENERAL PROVISIONS

A. Definitions. The term "parcel", when used in this instrument, refers to each of the parcels into which the Property is presently divided, as shown on the Greenleaves Subdivision Final Plat, designated by the numbers "1", "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", and "13" respectively. The term "Owner", when used in this instrument, refers to Greenleaves Development Corporation, its successors or assigns.

B. Term. Each provision of this instrument shall remain in full force and effect for a period of twenty-five (25) years and thereafter shall be automatically extended for successive periods of ten years unless within one year prior to the expiration of the initial twenty-five (25) year period, or within one year prior to the expiration of any ten year period of extended duration, the covenants and restrictions contained in this instrument are terminated by recorded instrument signed by the record owners of not less than two-thirds (in land area) of property then subject to these covenants and restrictions.

C. Amendments. Any provision contained in this instrument may be amended by the recording of a written instrument or instruments specifying the amendment or the repeal, executed by the president of the Greenleaves Master Association, pursuant to a resolution adopted by a majority vote of the representatives of the Master Association. The vote of each representative will be weighted according to the number of acres comprising the parcel or subdivision which he represents. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

D. Effect of Provision of this Instrument. Each provision of this instrument shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the property is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument.

E. Severability. The invalidity or unenforceability of any provision in this instrument, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this instrument.

F. Conflict. These Master Deed Restrictions are intended to be in addition to and not in place of the laws and ordinances of the Parish of St. Tammany and State of Louisiana; and, in the event of conflict between any provision of these Master Deed Restrictions and any provision of law and/or ordinance, the stricter provision shall apply.

G. Captions. Captions and headings in this instrument are for convenience only and shall not be considered in construing any provision of this instrument.

H. Waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of any such provision or of any other provisions of this instrument.

I. Effective Date. This instrument shall become effective when it is duly recorded in the conveyance records of St. Tammany Parish.

WITNESSES:

/S/ Sandra Tripp

/S/ Gay Cook

GREENLEAVES DEVELOPMENT  
CORPORATION

/S/ Eads Poitevent

BY: Eads Poitevent,  
President

/S/ Edward E. Moore, Jr.

Edward E. Moore, Jr.

/S/ William Decker  
Notary Public  
EXCERPTS FROM A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
GREENLEAVES DEVELOPMENT CORPORATION  
HELD ON MARCH 15, 1984

RESOLVED, that Eads Poitevent, President of Greenleaves Development Corporation be and he is hereby authorized, empowered and directed by and on behalf of this Corporation to execute the Act Creating Master Deed Restrictions and Covenants, containing such terms, conditions and provisions, as in his absolute discretion may deem necessary and advisable.

CERTIFICATE

I, the undersigned Secretary of Greenleaves Development Corporation do hereby certify that the foregoing is a true and correct copy of minutes taken at a special meeting of the Board of Directors of said Corporation held on March 15, 1984 at which quorum was present and voting.

IN FAITH WHEREOF, witness my official signature at Mandeville, Louisiana this 15th day of March, 1984.

/S/ Richard L. Muller  
Secretary