

**ACT OF DEDICATION AND DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR  
GREYFORD ESTATES SUBDIVISION**

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**CAPITALQUEST INDUSTRIES, LLC**, a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, herein represented by its duly authorized Managing Member, Frederick W. Schoeffler, II (hereinafter 'Appearer')

who declared:

Appearer is the sole owner of certain immovable property situated in Lafayette Parish, Louisiana, described on Exhibit "A", attached hereto and made a part hereof.

WHEREAS, Appearer declares that the lots in Greyford Estates Subdivision shall be held and conveyed subject to the conditions and covenants, restrictions and reservations, servitudes, easements and charges hereinafter set forth, which shall be covenants running with the land and be forever binding on all future owners and shall be construed as being adopted in each and every contract, deed or conveyance:

The name of the subdivision herein dedicated shall be **GREYFORD ESTATES SUBDIVISION** ("Subdivision"); and,

WHEREAS, Appearer further declares that a copy of the plat of survey of this subdivision has been filed with the Assessor's Office of the Parish of Lafayette; and,

WHEREAS, Appearer, as Owner of the real property described above, desires to create thereon a residential subdivision with designated lots and common properties and common facilities for the benefit of the present and future owners of the lots; and,

WHEREAS, Appearer desires to provide for the preservation of the values and amenities in the subdivision and for the maintenance of common properties and common facilities and desires to subject the real property described above, together with such additions as may hereinafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof; and,

WHEREAS, Appearer has deemed it desirable for the efficient preservation of the values and amenities of the subdivision to create an agency to which shall be delegated and assigned the powers of maintaining and administrating the common properties and common facilities and administrating and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, "**THE GREYFORD ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION**" ("Association") has been incorporated under the laws of the State of Louisiana as a non-profit corporation for the purposes of exercising the functions aforesaid;

NOW, THEREFORE, Appearer declares that the real property described above and such additions thereto as may hereafter be made is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges and liens herein set forth:

#### **ARTICLE I** **DEFINITIONS**

1.01 The following words, when used in this Declaration or any Supplemental Declarations, shall have the following meanings:

- A. **Assessable Property.** That part of the subdivision which is subjected to the covenants, except such parts thereof as may from time to time constitute "exempted property" as defined in Section 1.01(J).
- B. **Association.** Shall mean and refer to THE GREYFORD ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION, its successors and assigns, as provided for herein.
- C. **Association Land.** That part of the subdivision which may at any time be owned by the Association.
- D. **Charter.** The Articles of Incorporation of THE GREYFORD ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION.
- E. **Common Facilities.** Shall mean and refer to all existing and subsequently provided improvements upon or within the Common Properties, except those as may be expressly excluded herein. In some instances Common Facilities may consist of improvements for the use and benefit of the Owners of all the lots constructed on portions of one or more lots as is herein provided. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following:  
structures for recreation, security, or guard facilities, storage or protection of equipment; fountains; statuary; sidewalks; private streets; common driveways; landscaping; pylons and subdivision front

gates; fences and other similar appurtenant improvements.

- F. **Common Properties.** Shall mean and refer to all those areas of land within the properties as shown upon the Subdivision Plat except the Lots numbered 1 through 87 inclusive, subject however, to the easements, limitations, restrictions, dedication and reservations applicable thereto by virtue hereof and/or by virtue of the Subdivision Plat.
- G. **Covenants.** The covenants, restrictions, agreements, easements, charges and liens created or imposed by this Declaration, and/or contained in the Charter and/or By-Laws of the Association.
- H. **Declaration.** This Declaration of Covenants and Restrictions applicable to Member's Property which shall be recorded in the Public Records of Lafayette Parish, Louisiana as the same may from time to time be supplemented or amended in the manner described herein.
- I. **Developer.** The Developer of Greyford Estates Subdivision, Capitalquest Industries, LLC, its successors or assigns.
- J. **Exempt Property.** Shall mean and refer to the following portions or parts of the Property:
  - (i) All land and "Permanent Improvements" owned by the United States, the State of Louisiana, Lafayette Parish, or any instrumentality or agency of any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof; and,
  - (ii) All land and "Permanent Improvements" owned by the Association for so long as it (or such successor corporation) shall be the owner thereof.
- K. **Living Unit.** Shall mean and refer to any portion of a residence situated upon a lot.
- L. **Lot.** Shall mean and refer to any of the plots of land numbered 1 through 87 on the Subdivision Plat.
- M. **Member.** A person or other entity who is a record owner of Subdivision Property.
- N. **Member's Property.** That portion of the Subdivision submitted to the Declaration for the purpose of creating a lien for assessments in favor of the Association.

- O. **Owner.** Shall mean and refer to the record owner, whether one or more persons or entities, of the full ownership to any Lot situated within the Subdivision but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure, or dation en paiement.
- P. **Permanent Improvements.** All buildings, structures and other matters and things which at the time of assessment of each "Annual Charge" as hereinafter defined, are taxable by the State of Louisiana, or Lafayette Parish as real property under applicable law.
- Q. **Resident.** Any person or persons occupying the Member's Property.
- R. **Subdivision Plat.** Shall mean and refer to the plat of Greyford Estates Subdivision filed for record in the Office of the Clerk of Court, Lafayette Parish, Louisiana as part of this Act of Dedication.
- S. **Structure.** Any thing or device (other than trees, shrubbery {less than two feet high if in the form of a hedge} and landscaping) the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building, pond bulkhead, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, mailbox, swimming pool, fence, curbing, paving, wall or hedge more than two feet in height, signboard or any temporary or permanent living quarters (including any house trailer or motor home) or any other temporary or permanent improvements to such lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot; (ii) any change in the grade of any lot of more than six inches from that existing at the time of purchase by each Owner.

## **ARTICLE II MUTUALITY OF BENEFIT AND OBLIGATION**

2.01 The covenants set forth herein are made for the mutual and reciprocal benefit and protection of all of the GREYFORD ESTATES SUBDIVISION properties that are, or may be, subjected to the covenants. It is understood by all parties that this instrument therefore creates mutual, equitable and reciprocal rights and covenants as to such properties between the respective

owners and future owners and creates privity of contract between the owners of said properties, their heirs, successors, and assigns.

**ARTICLE III**  
**RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

3.01 The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, the street and easements shown thereon and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties.

3.02 Appearer reserves the necessary easements and rights of way for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, pond pumps, electric power, telephone, telegraph line or lines, gas, water lines, sewers or any other utilities Appearer sees fit to install in, across or under the property, as shown on the Subdivision Plat.

3.03 Appearer reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvement(s).

3.04 Neither Appearer nor any utility company using the easement(s) herein referred to shall be liable for any damages done by them or their assigns, their agents, employees or servants to fences, shrubbery, trees or flowers, or other property of the owner situated on the land covered by said easement.

3.05 Each grantee, owner, lessee, and/or occupant of any property affected hereby or holder of a contract of sale covering any such property agrees for himself and his heirs, assigns or successors in interest that he accepts the drainage facilities, slopes and slope erosion control planning on the said property at the time of the conveyance thereof by the present owner or owners thereof; and:

- A. That he will maintain the same at his own expense and further agrees that he will not in any way interfere with the established drainage pattern over a building site from adjoining or other building sites in said described property or that he will make adequate provisions for proper drainage in the event that it is necessary to change the established drainage.
- B. That he will permit free access by owners of adjacent or adjoining building sites to slopes and/or drainage ways located on his property which affects the adjacent and/or adjoining building sites when such access is essential for the

maintenance of the drainage facilities for the protection and use of property other than the building site on which the slope or drainage way is located. For the purpose hereof, established drainage is defined as the drainage which occurred at the time of the overall grading of the subdivision property including the slope erosion control planning on described property accomplished by the Developer.

**ARTICLE IV**  
**ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE")**

4.01 **Approval of Plans.** No Structure, as defined in this Dedication, shall be commenced, erected, placed, moved onto or permitted to remain on any lot, nor shall any existing Structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications shall have been submitted to and approved in writing by the Committee (as hereinafter constituted). Such plans and specifications shall be supplied to the Committee at least 14 working days before the start of any type of construction (including site preparation) in such form and shall contain such information as may be required by the Committee, but in any event, shall include:

- A. A full sized set of plans ON PAPER measuring 24" x 36" including a site plan, a roof plan, a floor plan with specification and measurements, exterior elevations of the properties showing the nature, exterior color scheme, kind, colors, shape, height, materials, and locations with respect to the particular property of all structures; the location thereof with the reference to the structures on adjoining portions of the property and number and location of all parking spaces, driveways, sidewalks and fences on the property.
- B. A drainage plan showing the changes in elevation, any subsurface piping and corresponding tie-ins to the existing private storm drains. Any tie-ins must be approved by the Developer.
- C. Plan for landscaping the property.

4.02 **Architectural Control Committee.** The Committee shall originally consist of Frederick W. Schoeffler, II, Deidre R. Schoeffler and Russell Thomas. It shall be necessary that there be a quorum of at least two for the Committee to conduct business. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Upon the dissolution of the Committee, by the lapse of twenty years from the date hereof, the building of

residences upon seven-eighths of the lots or by the resignation of all of its members, whichever first occurs, the function and authority of the Committee, as described in the Declaration, may be performed by a Committee of at least three persons appointed by the Association, subject to these restrictions.

4.03 **Design Criteria.** It is the intent of this development to maintain itself with as many natural surfaces and textures as is possible. The following exterior materials, among others, are acceptable, subject to the final approval of the Committee.

- A. Brick, stone, or stucco in natural earth tones.
- B. Paint in natural earth tones.
- C. No plumbing or heating vents shall be placed on the front side of the roof and all vents protruding from the roof shall be painted the same color as the roof coloring.
- D. A minimum roof pitch of 9 on 12 is required on all areas of the roof visible from the front street.
- E. Shingles shall be of Architectural Design, in lieu of standard three tab or other types of shingles. Metal roofs are not allowed as the primary roof; however, small areas are allowed as an accent to the main shingled roof. V shaped clay caps are required on all ridges.

4.04 **Swimming pools.** Swimming pools shall be permitted; however, fencing of swimming pool must follow fence regulations. Above ground pools are not allowed unless they are no more than 5 feet in diameter and are temporary.

4.05 **Basis for Disapproval of Plans.** The Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- A. Failure of such plans and specifications to comply with any of the restrictions;
- B. Incompatibility of any proposed structure or use with the existing structures or uses upon other property in the vicinity. (An example of incompatibility would be the duplication of an adjoining residence);
- C. Objection to the site plan, clearing plan, drainage plan, or landscaping plan for any lot;
- D. Any other matter which, in the sole judgment of the Committee, would render the proposed

Structure(s), or uses inharmonious with the general plan of improvement of the property or with Structures or uses located upon other lots in the vicinity.

4.06 In any case, where the Committee shall disapprove any plans and specifications submitted, or shall approve them only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a written or emailed statement of the grounds upon which such action was based. The Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4.07 **Time Limit.** Approval of any such plans shall terminate and be considered void if construction is not begun within six months after such approval, unless such six months period is extended in writing or email by the Committee, in which event the extended time period shall be applicable.

4.8 **Retention of Copy of Plans.** Upon approval by the Committee of any plans and specifications submitted, a copy signed by the Committee and the lot owner(s) of such plans and specifications as approved shall be deposited for the permanent record with the Committee and a copy of such plans and specifications bearing such approval in writing shall be returned to the applicant submitting the plans.

4.9 **Variations.** Notwithstanding anything contained herein to the contrary, the Committee shall have the power and authority, but not the obligation, to grant variations from the terms and conditions set forth in this Article IV, in the sole discretion of the Committee. These variations will only apply to that specific lot only and shall not be assumed to change these restrictions.

4.10 **Waiver of Liability.** Neither the Committee nor any architect nor agent thereof, nor the Association, nor Developer, nor any agent, nor employee of any of the foregoing shall be responsible in any way for any loss or damages claimed or arising out of any exercise of the powers granted hereby, nor for any failure of Structures to comply with requirements of this Declaration, even though a certificate of compliance has been issued.

## **ARTICLE V COVENANTS AND RESTRICTIONS**

5.01 The use of lots in the Subdivision shall be restricted exclusively for residential purposes.

5.02 Lots shall be sold only according to the description shown on the plat of Subdivision or as approved by the Developer.



5.03 Only one detached single-family dwelling, not exceeding three stories in height, shall be built on a lot, with appropriate out buildings or similar materials and design allowed, subject to approval by the Committee.

5.04 A private unattached garage may also be built on the lot, provided it is similar in design and materials as the residence and that the garage at no time shall be used or occupied as a residence, either temporarily or permanently. All attached and unattached garages shall be of such size as to accommodate at least two cars, must have garage doors which close and, if front loading, the front of such garage shall be no closer than 10' from the front sill of the residence on that lot. Garages that face the street must remain closed unless being actively used by the homeowner. No open carports are allowed.

5.05 No more than a single family unit shall occupy any dwelling house.

5.06 No dwelling on any lot shall be occupied while in the course of construction; nor shall any temporary structure or mobile home or other vehicle be used as a residence or office on any lot in the Subdivision.

5.07 No existing building constructed elsewhere shall be moved onto or erected on any lot within the Subdivision.

5.08 All residences built on a lot having 15,000 square foot or less, shall contain a minimum air-conditioned living area of 2500 square feet. All residences built on a lot having 15,001 square foot or more shall contain a minimum air-conditioned living area of 2800 square feet. Living area shall be exclusive of porches, storerooms, garages, carports or other non-air conditioned areas.

5.09 Every building, fence, wall or other structure placed on any part of the lot shall be constructed with new materials, unless the use of other materials has first received approval of the Committee.

5.10 No noxious or offensive trade or activity shall be carried on within the Subdivision.

5.11 No stable, poultry house or yard, pigeon loft or house, quail pen, dove cage, rabbit house or hutch shall be constructed or maintained within the Subdivision.

5.12 No horses, cattle, goats, sheep, rabbits, hares, chickens, pigeons, or any other type of farm animal shall be raised, kept or permitted within the Subdivision.

5.13 Dogs, cats and other small household pets may not be kept, bred or raised for commercial purposes or in unreasonable quantities within the Subdivision. Any animals permitted on any

property shall not be allowed to run free, but shall be maintained on a leash or within a fence at all times.

5.14 No property within the Subdivision shall ever be used for commercial purposes or home occupations, including, without limitation, beauty shops, repair shops, kindergartens, nursery schools and the like. No commercial vehicles are allowed to be parked on the streets or in the driveway overnight. Commercial vehicles such as but not limited to: commercial panel vans, school buses, refrigerated trucks of any size, 18 wheelers tractor trailer rigs with or without trailers, or any repair type of panel trucks. Passenger sized vehicles with door decals on the doors are allowed.

5.15 The placing and parking of house trailers or mobile homes on any lot in the subdivision is prohibited. No motor home, travel trailer, camper or other similar recreational vehicle may ever be used as a residence or office on any lot. Any recreational type of vehicle such as trailer, 4 wheeler, motorcycle, golf cart, must be parked and kept behind the front set back line within a closed building or enclosure so that it is not visible from the street. No vehicles may be parked on the street in front of any residence longer than 24 continuous hours. No vehicle can be placed on blocks or in any immovable position on any street, driveway or front yard for any amount of time.

5.16 The owner of each lot in the Subdivision shall, within one month of construction of a residence, install a four foot wide sidewalk with a brushed finish following Lafayette Consolidated Government guidelines, parallel to the property line, beginning 9 feet from the back of the curb and ending at 13 feet from the back of the curb along the entire portion of his property fronting upon a street in accordance with the Greyford Estates Subdivision Regulations.

5.17 No basketball goal, badminton net, tennis net, volleyball net or other similar sports equipment shall be attached to any dwelling within the Subdivision or shall be free standing in front of the set back line in front of the property. The portable type of these devices are allowed but must be placed out of view from the front street of the house when not in use. "Tree houses" are allowed for those residences that back up to a tree line. Any playhouse type of structures that is visible from the front of the house above the fence must be approved by the Architectural Control Committee before any type of construction begins.

5.18 No outside television or radio antenna shall be constructed within the Subdivision. Any satellite receiving devices must be placed on the ground behind the house out of site from the street or on the roof out of site of the street in front of the house. It is the Owner's responsibility to inform the dish installers of this restriction BEFORE the dish is installed.

5.19 No solar panel or electric wind generating devices can be constructed that can be seen from the street in front of the house. No wires or cables of any kind shall be strung above the ground within the Subdivision.

5.20 No outdoor or exterior lighting, other than for security lights, normal porch fixtures and temporary Christmas lighting displays, shall be permitted within the Subdivision. No freestanding solar lights are allowed. Installation of holiday decorations are allowed to be installed 21 calendar days before the celebrated holiday but must be removed within 7 calendar days after the said holiday.

5.21 Motors, automobiles, tires, appliances, furniture, fixtures or other items, goods, wares and merchandise shall not be stored within the Subdivision unless out of view from the street.

5.22 No advertising signs of any kind are allowed in the subdivision with the acceptance of real estates signs or those required by ordinances on construction sites. All signs are to be no larger than 24" x 36". Welcome home signs, birthday signs, or birth announcement signs will be limited to a 14 calendar day duration, at the time of the event. Political signs as well as small advertising signs are not allowed and will be disposed of promptly.

5.23 The front of no buildings shall be located within twenty-five (25') feet nor more than forty (40') feet of the front property line; no building may be nearer to the side property line than 7.5', or to the rear property line than 15 feet. Additionally, there are utility or drainage easements on lots that must be respected. Building locations must also conform to appropriate zoning ordinances.

5.24 Landscaping must be installed within 60 days of receiving the Certificate of Occupancy from Lafayette Consolidated Government's Metro Code division. All trees, hedges, shrubs, flowers and lawns growing within the Subdivision shall be maintained and cultivated so that insects, pests or diseases shall not be a menace to other trees, hedges, flowers or lawns within the Subdivision. Trees are encouraged in the subdivision but cannot be planted within the utility easements or within 15 feet from the back of the curb on that lot, whichever is greater. Small shrubbery, not to exceed 4 feet in height, is permitted as are annuals.

5.25 All grass and shrubbery growing on any lot in the Subdivision shall be neatly and properly cut and trimmed in order to maintain the good appearance of the Subdivision. All vacant lots must be maintained to no higher than 12 inches in height. In the event that a lot is not timely cut, the Developer has the right, but not the obligation, to cut the lot at the owner's

expense and bill accordingly. No construction debris, yard clippings, tree clippings, compost, scrap metal, appliances or any other unsightly material shall be stored on the street waiting for removal by some trash company. It is the responsibility of the Owner to dispose of these materials promptly or have them removed promptly.

5.26 Two lots may be combined into one for construction purposes. Three lots can be subdivided equally into two lots between two cooperating landowners as per Lafayette Consolidated Government Planning and Zoning approval and approval from the Developer. Each cooperating landowner is responsible for all costs associated with these combinations. No partial subdivisions are allowed on any other lots with the exception of Lot 17.

5.27 Each lot in the Subdivision shall be subject to assessment by the Association in the amount set by the Association in accordance with the terms of its articles. These assessments will be billed according to the original final plat recorded in the Lafayette Parish Courthouse. Any combined lots whether wholly or in part will be billed accordingly.

5.28 Construction cannot begin before 7:00 A.M (CST) on any residence and must cease at sundown. No outside construction or otherwise noisy construction is allowed on Sundays. No construction of any kind is allowed on the recognized holidays of Christmas, New Year's Day, Thanksgiving, or Easter Sunday. Any deviation from this must be presented to the Developer or Homeowner's Association 3 days before proposed deviation.

5.29 Each structure shall have a minimum of seventy percent brick or stucco on the exterior. No vinyl or metal siding shall be allowed. No Hardi-plank siding is allowed on the front elevation of the house. Fascia and soffits may be constructed out of Hardi materials or traditional redwood and plywood. NO VINYL SOFFITS OR ALUMINUM FASCIA IS ALLOWED UNDER ANY CIRCUMSTANCES.

5.30 No window air conditioning units of hotel type (that are visible through the wall) air conditioning units are allowed in the Subdivision.

5.31 The Owner of each lot may construct a privacy fence not to exceed six feet in height, from natural grade, along the rear and side property lines of his property. Fences may be constructed of wood, brick, black wrought iron, black aluminum or stucco or a combination of these. Fences on corner lots must be set back at least 10' from the property line abutting the side street. Fences cannot be closer than the front sill of the house to the street. No chain link metal fences, vinyl or plastic fences are allowed. The design and material to be used for all fences must be submitted to and approved the by Architectural Control Committee. Homes on the ponds are allowed to construct

fences not to exceed 4 feet from natural grade along their property lines and designed to not obstruct the view of the pond, from their neighbor. These fences are to terminate at the crest of the lot (the property line) at the pond and must follow the property line to the opposite property line. The four-foot height requirement starts at the crest of the pond and proceeds 25 feet toward the house. At the 25-foot mark, the standard fence restrictions apply. Lots on the perimeter of the subdivision must construct a six-foot fence along the rear property line within 60 days of residing in the residence.

5.32 Dust abatement and erosion control measures shall be provided by the Contractor or Owner in all stages of construction, and any damages and/or debris shall be repaired and/or cleaned at the sole cost and expense of the lot Owner(s). Any silt, dirt or mud that accumulates in the front of the construction sites must be removed and kept clean.

5.33 All building debris, stumps, trees, etc., must be removed from each lot by the builder as often as necessary, and no less frequently than once a week, to keep the house and lot attractive. Such debris shall not be dumped in any area of the Subdivision. Portable toilets and dumpsters/trash trailers must be set off of the road and on the lot that is under construction. Adjacent lots cannot be used without written permission from the Owner or Developer.

5.34 During construction, homes and garages must be kept clean and yards cut. It is the responsibility of all Owners to keep their lots and improvements in a neat and orderly condition at all times.

5.35 No exterior liquified fuel storage containers of any kind shall be permitted in the Subdivision.

5.36 There shall be no signs nailed to trees at any time. All builders' and contractors' signs are to be removed from the lot after the house has been substantially completed.

5.37 The Owner and/or the contractor shall be liable to the Homeowners Association for any and all damages to the common elements, gates, fences and/or the streets or curbs within the subdivision occurring as a result of construction of a residence or other improvements.

5.38 All mailboxes will be the same and purchased from designated vendors and installed before the completion of the home. The face (door) of the mailbox is to be placed no closer than 2 feet from the back of the curb with the numerical address attached.

5.39 The top grade of the slab for a residence must be no less than 18" above the back of the curb in the front of the lot and no higher than 36" above the same curb.

5.40 Landscaping Plans must be submitted to the Committee 7 calendar days before landscaping construction begins. The homeowner is required to landscape his/her front yard within 60 days of residing at the residence. Grass seed or sod must be utilized in the front yard to stop erosion of the lot into the street. Lot owner is responsible to keep the street clear of silt, mud, debris, etc. Yards with backyard drains must utilize "best management practices" to insure the drains stay clear of yard debris, silt, mud, etc.

5.41 Cement clean out bags will be required on every lot. In the case of a builder building multiple houses, a central bag may be used. These bags cannot be on the road but must be at least 4 feet from the curb on the lot that is being built upon. The Developer or his designee at lot owner's expense will remove cement bags at the end of roads promptly.

5.42 Cement trucks will be allowed to carry a maximum of 8 cubic yards of cement. Boards or some other type of protection must be used to protect the curbing if a truck or any other heavy equipment is to cross it. Lot owner will be held responsible for damage to the curb or any other infrastructure caused by one of his suppliers or subcontractors.

5.43 Each lot owner is responsible for their water and as such must maintain their drainage to the front or rear as per the requirement on the recorded plat. Swales or subsurface drainage is required to drain your water. Tie-ins to the main storm water drainage on the street may be allowed only with written permission from the Developer. Shaping of the rear lots to drain the water will be required for those lots with back yard drains.

5.44 Open burning of construction debris or yard debris is forbidden. Outdoor fireplace or wood burning fire pits are allowed.

5.45 Termination caps on wood or gas fireplaces must be capped with a chimney cap. Termination caps alone are not accepted at the top of the chimney.

5.46 Only licensed, insured builders will be allowed to build in Greyford Estates. Proof of General Liability, Workers Compensation and a current copy of the Louisiana Residential Builders License will be required at least 7 calendar days before construction can begin. It is the responsibility of the lot owner to get this information to the Developer or Committee before plans will be reviewed.

5.47 Every house is required to have at least 2 gas lanterns on the front of the home facing the street. These lanterns must remain lit during evening hours.

5.48 Public garage sales are not permitted in Greyford Estates.

5.49 For those houses on the ponds, bulk heading is permitted but no structure will be permitted over the water. The only type of bulkhead permitted will be the gray vinyl sheet pile capped with the treated wood. No docks, floating docks, piers, etc will be allowed on the ponds. This type of construction with detailed drawings must be presented to the Committee for review at least 14 calendar days from the start of construction.

5.50 Children's toys such as bikes, scooters, big wheels, skateboards, etc. are not to be left in front of the home overnight in view from the street.

5.51 Fireworks, as approved by Lafayette Consolidated Government, are allowed. Consideration must be given to all neighbors as to the timely firing of the fireworks and ALL fireworks debris must be cleaned with 1 calendar day of the setting off of these displays.

5.52 Trash containers must be stored out of sight from the road and screened from view from the adjacent neighbors.

5.53 Window coverings on the front of the home must be tasteful in nature and cannot contain any animal prints, blankets, towels, foil, reflective material, or paper shades. They must be lined with a white or off-white material.

5.54 Boats of any type, small in nature, are allowed in the ponds but must be removed after use. No boats of any type shall be left overnight in the ponds.

5.55 All plans for fences, including fences for back yards and swimming pools, must be submitted to and approved by the Committee prior to their construction. Fences shall be no taller than 6 feet above grade level, and are to be constructed of wood, wrought iron and/or brick. No plastic or PVC fencing shall be permitted.

## **ARTICLE VI ASSESSMENTS AND ASSOCIATION FUNDS**

6.01 **Annual Assessment and Due Date.** Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the regular monthly Assessment shall be \$80.00 per month, billed quarterly.

Unless set otherwise by the Board of Directors of the Association (the "Board"), the due date for each quarter's regular Assessment shall be first quarter due March 31, second quarter June 30, third quarter September 30, and fourth quarter December 31.

The person or entity holding record title to the lot or composite lot on the beginning of that quarter of each year shall

be responsible for payment of the quarterly Assessment. The seller of the lot may, on his own, make an agreement with the buyer to have the buyer pay him all or a portion of the Assessment.

The Board shall fix the amount of the quarterly Assessment against all property subject to the same at least thirty days in advance of each quarterly Assessment period. Written or emailed notice of the annual Assessment shall be sent to every Owner subject thereto.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of the Assessments on a specified lot is binding upon the Association as of the date of its issuance.

Prior to the beginning of each new calendar year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a provision for contingencies and appropriate replacement reserves. Then, the Board shall levy the quarterly Assessment per this article in order to pay such estimated expenses.

From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual Assessment may be increased above ten percent only by a vote of fifty-one percent of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

**6.02 Assessments and Their Uses.** The uses of the annual and special assessments levied by the Association shall be to maintain, preserve, and operate the Association Property for the benefit of the Members and to carry out the powers, duties, and functions of the Association as set forth in this Declaration. Such purposes shall also include, but not be limited to, providing utility services to the Association Property, maintaining gates, fences, roads, pumps, lighting, landscaping, drainage, paying ad valorem taxes thereon, providing funds for the payment of unexpected liabilities and expenses incurred by the Association during the preceding year, and maintaining and preserving said property, as well as for the creation of reasonable reserves pursuant to Sections 6.05 and 6.10 hereof for future maintenance, preservation, operation and/or capital improvements or expansion of said property.

**6.03 Collection and Proration of Initial Regular Quarterly Assessment.** At the date of closing when an Owner initially purchases or acquires property within the subdivision, the Developer, in the interests of the Association, shall levy and



collect from each Owner a prorated portion of the applicable quarterly assessment indicated in Section 6.01 for the remaining portion of the next quarterly Assessment due.

**6.04 Lien and Personal Obligation of Assessments.** Each person or entity owning a lot by acceptance of recorded title thereto, whether or not it shall be expressed in the instrument conveying such title, is deemed to covenant and agree to pay to the Association the quarterly assessment and special assessments as levied by the Board, such assessments to be established and collected as herein provided.

Subject to the provisions of Section 6.06 hereinafter, the quarterly and special assessments, together with interest, costs, and reasonable attorney's fees, shall to the full extent permitted by law be a charge on the land and the payment thereof shall be secured by a continuing lien upon the lot against which each such assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time when the assessment fell due.

**6.05 Maintenance Fund.** The Board shall establish the Association Maintenance Fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes related to the property owned by or leased to the Association, or subject to the Association rules for operation of the Association, or otherwise for purposes authorized by this Declaration and as it may from time to time be amended. To the extent compatible with current operating needs, excess funds of the Association shall be maintained in interest-bearing accounts or securities.

**6.06 Mortgage Protection.** Notwithstanding any other provision of this Declaration, no lien created under this or any other article of this Declaration, nor any lien arising by reason of any breach of the Association's rules, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the beneficiary under any recorded mortgage of first and senior priority now or hereafter made in good faith and for value. However, after the foreclosure of any such first mortgage or after conveyance in lieu of foreclosure, such lots shall remain subject to this Declaration and the Owner thereof shall thereafter be liable for all regular and special assessments levied by the Association.

**6.07 Nonpayment of Assessments, Liens, and Remedies of the Association.** Any assessment not paid within thirty days after

the due date shall be deemed in default. The amount of any such assessment, whether regular or special, assessed against any property plus interest on such assessment at such lawful rate as the Board may designate from time to time, and the costs of collecting the same, including reasonable attorney's fees, shall be a lien upon such lots and improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may either bring an action at law against the Owner personally obligated to pay the same, or foreclose said lien against the lot, or pursue both remedies. No Owner may waive or otherwise escape liability for any assessment by nonuse of the common areas or any other Association Property or by the abandonment of any lot. A certificate executed and acknowledged by any two members of the Association's Board stating the indebtedness secured by such lien, shall be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request and for a reasonable charge.

**6.08 Property Subject to Assessments.** Except as otherwise provided herein, the Association shall levy assessments against each lot shown and designated on the plat of survey attached hereto. Developer is exempt from all association dues on lots in his inventory.

**6.09 Special Assessments.** The Board may levy in any assessment year special assessments applicable to that year only for the purpose of defraying, in whole or in part, unexpected liabilities and expenses incurred by the Association during the preceding year, the cost of construction, reconstruction, repair or replacement of a capital improvement upon any Association Property, including fixtures and personal property related thereto. Any assessment under this section shall have the assent of at least fifty-one percent of the entire membership of the Association.

**6.10 Subordination of Lien.** The lien for assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any property subject to unpaid assessments shall not affect the assessment lien. However, the sale or transfer of any property subject to assessment pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien as to payments that became due prior to such sale or transfer. No sale or transfer shall relieve such property subject to assessment from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

7.01 **Membership.** Every person or entity, who is a record owner of any lot which is subject to the jurisdiction of and to assessment by the Association, shall be a member of the Association.

7.02 **Voting Rights.** Each lot or portion within the subdivision shall be entitled to one vote, and the Association shall have two classes of voting membership, as more fully set forth in the Articles of Incorporation.

**ARTICLE VIII  
GENERAL PROVISIONS**

8.01 **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Daily penalties will be assessed for violations of the restrictions and covenants and decided by Developer or Association Board. These penalties can vary from a minimum of \$25 per day to a maximum of \$100 per day, as long as the infraction is occurring and may be conveyed by written notice or email. Two notices of infraction will be given as warnings of the impending monetary penalties. These notices or warnings can be verbal, emailed or written but will be noted by the Developer or Board Member as to how and when given and to whom.

8.02 **Duration.** The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to the Declaration, their legal representatives, heirs, successors, and assigns until December 31, 2055, after which time these covenants shall be automatically extended for successive periods of ten years, unless amended by at least seventy-five percent of the Owners of record at the time.

8.03 **Amendment.** This Declaration may be amended unilaterally by Developer, as long as Developer owns at least 10 of the lots in the subdivision. After Developer's ownership of lots is less than 10 in the subdivision, this Declaration may be amended by a seventy-five percent majority vote of lot owners, with each lot having one vote.

8.04 **Severability.** Invalidation of any one of these covenants and restrictions by judgment or court order shall in no

way affect any other provisions, which shall remain in full force and effect.

8.05 **Gender and Grammar.** The singular, whenever used herein, shall be construed to mean the plural when applicable and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed herein.

**ARTICLE IX  
GATES AND FENCES**

9.01 It is the purpose of the gates and fences to keep the people and possession of Greyford Estates safe and private. All efforts must be made to keep the gates closed at all times. The gates at the Robley Drive entrance and the Mitali Road entrance will be the primary gates where your remotes will work and there will be a keypad for your guests. The two gates on either side of Santa Anita will be for the residences of Greyford Estates to enter or exit or for guests to exit only. Guests will not be able to enter from Santa Anita, as there will be no keypads.

9.02 The Developer will have access to all computers, cameras and all irrigation and lighting equipment until those services are turned over to the Association or their designees.

9.03 The fences, gates, lighting, irrigation system, landscaping, pond pumps, cameras, and computer equipment and all other associated equipment shall become property of the Association.

9.04 Upon closing the sale of a lot or lots, the Developer will secure 2 remotes for the Owner and will instruct as to operations and will program new Owner into the system. If Owners requests more remotes or replacement remotes, they will be available for a fee to be determined at a later date.

THUS DONE AND SIGNED, at Lafayette, Louisiana, this \_\_\_ day of \_\_\_\_\_, 2016, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

**CAPITALQUEST INDUSTRIES, LLC**

BY: \_\_\_\_\_  
**FREDERICK W. SCHOEFFLER, II**  
**MANAGING MEMBER**

\_\_\_\_\_  
**NOTARY PUBLIC**

**EXHIBIT "A"**