

Restrictive Covenants for Richmond Place

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AMENDED RESTRICTIVE COVENANTS FOR RICHMOND PLACE FIRST, SECOND, THIRD, AND FIFTH FILINGS STATE OF LOUISIANA PARISH OF LIVINGSTON

BE IT KNOWN that on this 16th day of July 2002, before me, Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the undersigned, competent witnesses, personally came and appeared:

45,000 Inc., a Louisiana corporation, domiciled in the Parish of Livingston, State of Louisiana appearing herein through its agent Saun A. Sullivan, acting pursuant to corporate resolution attached hereto and made a part hereof, hereinafter called "APPEARER", which declared that it has acquired and is the owner of the following described property, to-wit Eighty-eight (88) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as RICHMOND PLACE, FIRST FILING, and designated on a plat of survey made and prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated June 23, 2000, recorded at Entry Nos. 446563 and 446565 of the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBERS ONE (1) THROUGH FIFTY-TWO (52) INCLUSIVE, ONE HUNDRED EIGHTY-TWO (182) THROUGH ONE HUNDRED NINETY-FOUR (194), INCLUSIVE, AND TWO HUNDRED FIFTY-TWO (252) THROUGH TWO HUNDRED SEVENTY-FOUR (274), INCLUSIVE, said subdivision, said lots having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Sixty-eight (68) certain lots or parcels of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in that subdivision known as RICHMOND PLACE, SECOND FILING, and designated on a plat of survey made and prepared by prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated June 23, 2000, recorded at Entry Nos. 446563 and 446565 of the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBERS FIFTY-THREE (53) THROUGH FIFTY-SIX (56) INCLUSIVE, NINETY (90) THROUGH NINETY-THREE (93), INCLUSIVE, NINETY-NINE (99) THROUGH ONE HUNDRED FIFTY-ONE (151), INCLUSIVE, AND ONE HUNDRED SEVENTY-FIVE (175) THROUGH ONE HUNDRED EIGHTY-ONE (181), INCLUSIVE, said subdivision, said lots having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Those certain tracts or plats of land, together with all buildings and improvements thereon, and all of the rights, ways, privileges, appurtenances and advantage thereunto belonging or in anywise appertaining, situated in Sections 44, 45, and 46, Township 5 South, Range 3 East, Parish of Livingston, State of Louisiana, and being more particularly shown and designated according to a plat of survey made and prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated August 27, 2001, which plat is duly recorded in the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBER FIFTY-SEVEN (57) THROUGH EIGHTY-EIGHT (88), INCLUSIVE, AND LOT NUMBERS ONE HUNDRED FIFTY-TWO (152) THROUGH ONE HUNDRED SEVENTY-FOUR (174), INCLUSIVE, RICHMOND PLACE SUBDIVISION, THIRD FILING. said lots have such measurements and dimensions and being subject to such rights of way, easements and servitudes as shown on said subdivision plat.

Those certain tracts or plats of land, together with all buildings and improvements thereon, and all of the rights, ways, privileges, appurtenances and advantage thereunto belonging or in anywise appertaining, situated in Sections 44, 45, and 46, Township 5 South, Range 3 East, Parish of Livingston, State of Louisiana, and being more particularly shown and designated according to a plat of survey made and prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated May 15, 2002, which plat is duly recorded in the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBER NINETY-FOUR (94) THROUGH NINETY-EIGHT (98), INCLUSIVE, AND LOT NUMBERS THREE HUNDRED SEVENTEEN (317) THROUGH THREE HUNDRED SIXTY-FIVE (365), INCLUSIVE, RICHMOND PLACE SUBDIVISION, FIFTH FILING. said lots have such measurements and dimensions and being subject to such rights of way, easements and servitudes as shown on said subdivision plat.

Appearer further declares that it is its intention to sell tracts from the above named subdivision in the future and that it hereby establishes the following restrictive covenants, which shall run with the land and be binding upon all future owners of same, and upon all tracts taken from the above described property, as follows:

1 All lots taken or developed for the above described property are designated for residential use only and may not be re-subdivided by any lot owner except as herein provided and specifically conferring on 45,000 Inc. the right to re-subdivide for purposes of creating passages of ingress and egress to adjoining property, re-subdivide any lot owned by 45,000 Inc., for such purposes.

2 No building shall be erected, altered, placed or permitted to remain on any lot or tract other than one single family dwelling, not to exceed two and one-half stories in height, with the usual and appropriate outbuildings, private garages and/or carports designed to house automobiles.

3 All new construction plans must be reviewed and approved by 45,000 Inc. All remodeling construction must be reviewed and approved by the Richmond Place Subdivision Council.

4 Building setback lines from all streets are as set forth on the official plat of this subdivision, in addition, no building shall be constructed or placed nearer than five (5') feet to any side line. Carports will be acceptable if placed at the rear of side of the home. Enclosed garages with door must be erected with the same exterior wall construction as the house if the garage faces the street lattice, slats, etc. will not constitute an acceptable wall structure.

5 Servitudes and rights-of-way for the installation and maintenance of utilities, sewage, and drainage facilities as shown on the map of record, or as designated on any individual tract plot, are dedicated to the perpetual use of the public for such purposes.

6 Each lot owner shall pay a sewer deposit and rate as set forth by the Public Service Commission to the sewer system operator.

7 No residential structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior, and Richmond Place Subdivision Council may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable, or which in its discretion detract from the value of the dwelling itself or of the surrounding properties or detract from the general appearance of the neighborhood. or the value of adjacent structures will not be utilized.

The Richmond Place Subdivision Council approval or disapproval as required by these covenants shall be in writing. In the event Richmond Place Subdivision Council fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

Any improvements must be completed within thirty (30) days of construction unless a written request for an extension has been approved by the Richmond Place Subdivision Council.

8 Any new construction must go to the Architectural Control Committee, Saun Sullivan. No improvements which extends above ground level, and no fence shall be erected, altered or permitted on any lot unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure shall have been approved in writing by the Richmond Place Subdivision Council as to harmony of the exterior design with existing structures, and the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot closer to any street than the minimum building set back line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6') feet in height.

9 There shall be established the Richmond Place Homeowners Association. The initial members of the Council shall be Melaina Pirie, Frank Rizzi, who shall have all the powers of the council under these restrictions, the Articles of Incorporation and/or Bylaws. The initial member(s) may appoint any other persons as members of the Council and may further designate a representative to act for the Council. In the event of death, resignation, or inability to serve of any member of the Council, the remaining members shall have full authority to designate a successor. Neither the members of the council nor its designated representatives, shall be entitled to receive any compensation for services performed in connection with the administration of these covenants.

The Richmond Place Subdivision Council reserves the right to amend these restrictions one or more times for any manner of for any purpose deemed necessary or appropriate in the sole discretion of the Council. The Articles of Incorporation and/or Bylaws of the Association will provide for assessments and dues to the Association. Each lot owner shall be a member of the Association. Each lot owner will have membership and voting powers in the Association for each lot owner. Amending the restrictions shall be based upon a vote. While each homeowner is a member of the Association, those that do not participate in the voting process, with notification, shall not be counted as having a ye or nay vote. Any amendments of these restrictions shall be in writing and shall be effective when filed for recordation in Livingston Parish, Louisiana. The amendment may increase or decrease lot sizes requirements, or other amendments as determined by the Council to be in furtherance of the development of the Subdivision.

10 No house trailers, mobile homes, buses, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any lots or tracts, servitude or right-of-way, in any manner which would detract from the appearance of the subdivision.

11 No structure of a temporary character, trailer, mobile home, basement, tent, shack, barn or other building (i.e., welded metal buildings, etc.) shall be used or employed on any lot or tract at any time as a residence, nor allowed on any tract for a prolonged period of time so as to detract from the appearance of the subdivision.

12 No commercial business or noxious or offensive trade activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lot for the construction of a house on that lot.

13 No signs of any kind shall be displayed to the public view on any lot or tract except customary signs advertising the lot or tract for sale or rent and seasonal decorations.

14 No animals, livestock, poultry, or birds of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other ordinary household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred or maintained otherwise in accordance with law. Homeowners must keep their and their neighbors property free from animal dung. All dogs NOT kept in a controlled area shall be kept on a leash in the rear of the lot. Each resident is entitled to relative peace and quiet thus dog owners shall control constant and/or nagging barking.

15 Construction period of any residence must be limited to twelve (12) months from the commencement of construction.

16 Access to any lot is to be provided by covered culverts over the existing drainage ditches, which culverts are to be of such a size and set at such a grade as on the final plat in accordance with the Parish regulations and shall not interfere with the free flow of water in the drainage ditches across any lot, Richmond Place Subdivision Council may have the object of such cause removed and the lot owner will be responsible for all expenses incurred by the Richmond Place Subdivision Council.

17 Lot owners shall keep the grass, weeds and vegetation on said lot mowed at regular intervals so as to maintenance the same in a neat and attractive manner. If the lot is not mowed and kept clear by the owner, then said lot may be mowed bi-weekly by the Council and the lot owner of such lot shall be billed a minimum of \$50.00 per mowing. Failure to pay such cost shall result in a lien being filed against said lot owner.

18 Boats, vehicles, campers or trailers of any kind or parts, appurtenances of any inoperable boats, vehicles, campers or trailers shall not be kept or stored in front of any lot, nor shall such equipment be kept or maintained on any lot in any manner which would detract from the appearance of the subdivision.

19 Fences shall be constructed only of wood, brick, ornamental iron, or other material approved in writing by the subdivision council, provided that barbed wire, net wire or chain linked fences are prohibited.

20 No swimming in the Richmond Place Subdivision Lakes.

21 No building materials or no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or framing purposes, except that flowers or shrubbery may be grown for non-commercial purposes.

23 The minimum roof pitch shall be six (6') or twelve (12').

24 The setback line shall be 25 feet and there shall also be a 5' sideline setback on each lot.

25 The Richmond Place Subdivision Council reserves the right to charge a fee of \$5.00 per month (\$60.00 per year) per dwelling for improvements to the subdivision. Such fee shall be collected annually. Failure to pay such fee shall result in a lien being filed against said lot owner.

26 The Richmond Place Subdivision Council reserves the right to assess fines for failure to comply with the restrictive covenants composed herein. If any of these restrictions have been violated such action will be taken by the Richmond Place Subdivision Council:

- a. First Notification – lot owner will receive a warning letter allowing fourteen (14) days to correct such violation;**
- b. Second Notification – lot owner will be fined \$150.00 and granted another fourteen (14) days to correct such violation;**
- c. Third Notification – 10% shall be added daily on any fine balance until such violation has been corrected and fine has been paid.**
- d. Failure to pay such fine shall result in a lien being filed against said lot owner.**

27 Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions herein, and the latter shall remain in full force and effect.

28 If the owner, purchaser or occupant of any lot or tract in this subdivision, his heirs, successors, or assigns, shall violate or attempt to violate any of the restrictive covenants imposed herein, it shall be lawful for any person or persons owning any of the lots or tracts herein to initiate any proceedings in court of competent jurisdiction, to obtain injunctive relief against such threatened or actual violations, and for all other to obtain relief.

These covenants are to run with the land and shall be binding upon all present and future owners for a period of fifteen (15) years from the date of this act, after which time said covenants shall be automatically extended for successive periods often (10) years.

THUS DONE AND SIGNED by the Appearer on the day and month and year first above written and in the presence of me, Notary Public, and the undersigned competent witnesses.

State of Louisiana

Parish of Livingston

MINUTES OF A REGULAR MEETING OF THE RICHMOND PLACE HOMEOWNERS ASSOCIATION

At a regular meeting of the Richmond Place Homeowners Association held at Live Oak High School Gym in Watson, Louisiana, on the 7th day of June, 2003, with all members having been duly notified of the meeting, the following amendments to the restrictive covenants for Richmond Place Subdivision, First, Second, Third, and Fifth Filings, was passed and adopted.

29 Each resident is responsible to maintain the upkeep of their lot including the driveway. All bikes, skateboards, bike/skateboard ramps and all toys shall not be left out in the yard and/or driveway over night.

30 All trailers and recreational vehicles shall be kept in the garage, behind a fence or behind a residents home out of view from the street.

BE IT FURTHER RESOLVED THAT these restrictions shall be filed in the official records of the Parish of Livingston and each member of the Association shall be mailed a copy of these minutes. These amendments shall supplement the Amended Restrictive Covenants filed in Conveyance Book 810, Book 986, Instrument #00498712, filed on July, 18 2002 of the official records of the Parish of Livingston.

BE IT FURTHER RESOLVED THAT: Nothing contained herein shall revoke or modify the previously filed Restrictive Covenants.

Unofficial statement: These amendments were signed legally into effect on 6/7/2003. (rh,3/5/2006)