Livingston Parish Recording Page

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Index Type : Conveyances

File Number : 867887

Type of Document : Restrictions

Book : 1252 **Page :** 418

Recording Pages : 18

Recorded Information

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Parish of Livingston
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Recorded in Book 1252 Page 418
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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PLAINVIEW RIDGE SUBDIVISION, FIRST FILING
AND
DEDICATION AND TRANSFER OF COMMON PROPERTIES

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN, that on the dates set forth below, before us, the undersigned authorities, and in the presence of the undersigned competent witnesses, personally came and appeared:

BLOOD RIVER INVESTMENTS, LLC, a Limited Liability Company, organized and doing business under the laws of the State of Louisiana, represented herein by its duly authorized member, duly authorized by virtue of the Certificate of Authority, a copy of which on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana, whose present mailing address is declared to be 214 VETERANS BLVD., DENHAM SPRINGS, LA 70726, hereinafter referred to as "**the Developer**", and

PLAINVIEW RIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "**the Association**"), a Louisiana non-profit corporation, domiciled in Livingston Parish, Louisiana, represented herein by Bruce R. Easterly, its duly authorized agent, authorized by virtue of a resolution of said corporation, a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of Livingston, Louisiana, whose present mailing address is declared to be 214 VETERANS BLVD., DENHAM SPRINGS, LA 70726

who did depose and say that the Developer is the owner of that certain parcel of property comprising the **Plainview Ridge Subdivision, First Filing,** in Livingston Parish, Louisiana, ("**the Property**") containing **Lots One (1) through Fifty Nine (59)** inclusive, and which property is shown on a map entitled "Final Plat of Plainview Ridge, First Filing, (A Residential Development) Located in Section 64, T6S-R2E, Greensburg Land District, Livingston Parish, Louisiana for Blood River Investments, LLC, 214 Veterans Blvd., Denham Springs, LA 70726" prepared by McLin Taylor, Inc. dated April 20, 2016 on file and of record in the official records of the Clerk and Recorder for Livingston, Louisiana, ("**the official final plat**"), in Plat Book 67 Page 498 File Number 867638 on April 25, , 2016. By this act ("**these restrictions**") the Developer imposes upon the Property the obligations, covenants, restrictions, servitudes and conditions, hereinafter set forth:

I. DEFINITIONS

1.1 **ASSOCIATION.** The term "**the Association**" as used in these restrictions shall mean and refer to Plainview Ridge Homeowners Association, Inc.

1.2 **DEVELOPER COMMITTEE.** The term "**the Developer Committee**" as used in these restrictions shall mean and refer to the Architectural Control Committee of Plainview Ridge Subdivision, as created and established by these restrictions.

1.3 **HOMEOWNER COMMITTEE.** The term "**The Homeowner Committee**" as used in these restrictions shall mean and refer to the Architectural Control Committee of Plainview Ridge Subdivision, as created and established by these restrictions.

1.4 **COMMITTEE.** The term **"the Committee"** as used in these restrictions (without designation as the Developer Committee or the Homeowner Committee) shall mean and refer to the Developer Committee or the Homeowner Committee as appropriate under these restrictions.

1.5 **COMMON PROPERTIES.** The term **"Common Properties"** as used in these restrictions shall mean and refer to those areas of land shown and labeled as Common Areas on the official final plat of any filing of Plainview Ridge Subdivision and dedicated to the Association.

1.6 **LOT.** The term **"Lot"** as used in these restrictions shall mean and refer to any plot of land shown on the official final plat of the Property with the exception of streets dedicated to the public for public use.

1.7 **OWNER.** The term **"Owner"** as used in these restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

1.8 **HOME.** The term **"Home"** as used in these restrictions shall mean and refer to (a) a Lot on which a house has been built and completed and transferred to an Owner who occupies the house as his residence, or (b) a Lot which has been sold by the Developer and on which a house has not been built and completed and transferred to an Owner who occupies the house as his residence within **two (2) years** of the date the Lot was sold by the Developer. In the event the Owner of a Home owns one or more Lots contiguous to the Lot on which his residence is located, then each Lot contiguous to the Home (and each Lot contiguous thereto) shall be a Home under these restrictions.

1.9 **DEVELOPER.** The term "**Developer**" as used in these restrictions shall mean and refer to Blood River Investments, LLC.

II. PURPOSE, NATURE AND EXTENT OF THESE RESTRICTIONS

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

2.2 **NATURE AND EXTENT.** All obligations, covenants, restrictions, servitudes and conditions of these restrictions, including without limitation the assessment and penalty provisions, are intended as and are declared to be reciprocal, predial (land) servitudes and real obligations established as a charge on each Lot and incidental to ownership thereof and are for the benefit of each Owner and the obligation to honor and abide by each obligation, covenant, restriction, servitude, and condition and to pay any assessments and fines shall be also the personal obligation of the Owner of a Lot in favor of the Association and Owners of

other Lots. The Property and all portions thereof hereinafter shall be conveyed, transferred and sold by any Owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the Property and all of which shall run with the land. It is the intent and purpose of these restrictions to set forth a general plan governing building standards, specified uses and improvements and certain of the provisions herein contained are intended to prohibit and inhibit the free use and development of the Property. Some provisions hereof are couched in general terms, including, without limitation, those dealing with approval by the Committee of proposed plans for improvements to particular Lots. The criteria for approval by the Committee is intended to be subjective and not objective and all criteria for approval or disapproval of proposed building plans cannot be determined in advance of presentment. Accordingly each Owner of a Lot by recordation of an act transferring title of a Lot to said Owner, whether or not it shall be so expressed in said act, does recognize and agree that these restrictions are intended to and do restrict, inhibit and prohibit free use and development of the Property and the Lots and each Owner shall be deemed to have agreed to be bound by these restrictions including, without limitation, those which may be deemed or determined to be vague or indefinite.

III. CIVIC ASSOCIATION

3.1 **FORMATION AND PURPOSE.** The Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Property, to create a non-profit corporation for administrating and enforcing the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions as applicable to each Lot which becomes a Home under these restrictions and for collecting and disbursing the assessments and fines created by these restrictions. The entity formed for these purposes is **PLAINVIEW RIDGE HOMEOWNERS ASSOCIATION, INC. ("the Association").** The membership, voting rights, powers and duties of the Association shall be as more fully set forth in the Articles of Incorporation of the Association and in any By-Laws of the Association. The Association appears herein through its duly authorized officer, and does hereby accept the rights, powers, obligations and duties herein set forth for the Association and the transfer of title to the Common Properties on the terms and conditions set forth herein.

3.2 **MEMBERSHIP.** Every owner of a Lot, including the Developer, shall be the initial members of the Association who may thereafter appoint other members to the Association and may further designate a representative to act for the Association. In the event of the death, resignation or inability to serve of any member of the Association, the remaining members shall have full authority to designate a successor. Neither the members of the Association nor its designated representative shall be entitled to receive compensation for services performed in connection with the administration of these covenants. At any time the owners of 100% of the total lots shall have the right and privilege by executing and recording in the office of the Clerk and Recorder for the Parish of Livingston an appropriate written instrument to change the membership of the Association or to withdraw from the Association or enlarge its powers or duties. At any time deemed appropriate by the Developer, the Developer and/or President's stock ownership shall be transferred to the Home Owners Association.

3.3 **VOTING RIGHTS.** Owners of Homes shall be entitled to one vote for each Home in which they hold the interest required to be an Owner. When more than one person is the Owner of a Home all such persons shall be members of the Association and the vote for such Home shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Home. An Owner of a Lot, including the Developer, shall be entitled to one vote for each Lot owned.

3.4 **FUTURE FILINGS.** The Association may accept rights, powers, obligations and duties for other filings of Plainview Ridge by written act of the Association recorded in the official records of the Clerk and Recorder of Livingston Parish, Louisiana.

3.5 **CONDITIONS.** The rights, powers, obligations and duties set forth herein on Plainview Ridge Homeowners Association, Inc. are subject to and dependent on the acceptance of the rights, powers, obligations and duties contained herein by the Association, in the manner specified in this Declaration. In the instance that this Declaration is not accepted by the Association, the Developer of Plainview Ridge Subdivision may deem it necessary to form a separate entity to enforce the administrating and enforcing of the obligations, covenants, restrictions, servitudes and conditions contained in these restrictions.

IV. ARCHITECTURAL CONTROL COMMITTEE

4.1 **FORMATION OF DEVELOPER COMMITTEE.** To initially carry out the general plan of the development and improvement of the Property, to implement the plan of subdivision for the Property and to maintain a high standard of construction and appearance for the benefit of the Owners of Lots, the Developer does hereby establish and designate the Architectural Control Committee of Collins Place Subdivision (**"the Developer Committee"**) to perform the duties set forth below, until such time as all of the Lots have become Homes.

4.2 **DEVELOPER COMMITTEE MEMBERSHIP.** The Developer Committee shall consist of Mandy Benton, Susan Easterly and Justin Price, 142 Del Norte Avenue, Denham Springs, LA 70726, or their designees or successors. Either one of the members is individually authorized to approve the plans for the lot owners.

4.3 **HOMEOWNER COMMITTEE.** To continue to carry out the general plan of development and improvement of the Property, and to maintain a high standard of appearance for the benefit of the Owners of Homes, after initial construction of a residence on a Lot, as soon as a Lot becomes a Home, the duties of the Developer Committee under these restrictions as applicable to Homes shall be transferred to, and assumed by, the Architectural Control Committee of Collins Place Subdivision, as created and established by these restrictions (**"the Homeowner Committee"**).

4.4 **BUILDER APPROVAL:** All builders must be licensed and approved by Developers and the Architectural Review Committee. Upon submitting qualifications and examples of previous work (documents and photographs of completed work), the request will be considered for approval.

4.5 **REVIEW:** No residence, building, fence, wall or other structures shall be commenced or erected, placed, changes made in the design or exterior appearance thereof, or any additional or exterior alteration made thereto, or demolition or destruction by voluntary action made thereto, on any land within ***Plainview Ridge Subdivision***, including without limitation, the Common Area, Community Common Elements, Servitudes, Park and Recreational Areas or Facilities until plans, specifications and plot plans showing the nature of such, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations of garage door and garage specifications, and the grading plan of the lot, and plans for landscaping of the lot on which the improvements are to be erected shall have been submitted to, and approved in writing by a majority of votes of the Committee, and a copy thereof as finally approved is permanently lodged with the Committee. All approvals or rejections of such by the Committee must be in writing. This review is limited to the subdivision restrictions only. It does not warrant or imply compliance with any City, Parish, State or Federal regulations, building codes, building setbacks, elevations or servitudes which may be within their jurisdictions to regulate. Approval shall be granted or withheld based on Design Guidelines which may be established by the Architectural Control Committee, quality and color of materials, drainage, harmony of exterior design and color with existing and proposed structures and location with respect to topography and finished grade elevation, so as to: (i) promote those qualities of the environment which enhance the value of the Lots and Units of ***Plainview Ridge*** Subdivision, (ii) foster the attractiveness and functional utility of ***Plainview Ridge*** Subdivision as a place of higher standards and quality in which to live, (iii) foster a harmonious relationship among structures, vegetation, topography, and the overall design of

the ***Plainview Ridge*** Subdivision. Design guidelines established by the Architectural Control Committee may include without limitation, overall house image, scale, proportion and details along with appropriate and reasonable standards for exterior finishes and materials such that materials and finishes are desirable and may exclude any such exterior finishes or materials which is deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. The Committee shall encourage the development of a subdivision of outstanding architectural quality and standards and the repetition of home designs and floor plans shall be limited.

4.6 **PLANS:** All plans for construction projects with the ***Plainview Ridge*** Subdivision shall be prepared by an architect, designer, or builder who in the Committee's opinion has produced previous quality work which would meet the development's high standards.

1. **PLAN SUBMITTAL:** Two (2) sets of construction plans drawn to a scale of ¼' = 1 foot with specifications and plot plan, shall be submitted for Committee review and approval prior to construction of any residence, building, fence, wall or other structures being commenced, erected, placed, changes made in the design or exterior appearance thereof, or any addition or exterior alteration made thereto, or demolition or destruction by voluntary action made thereto, on any land within ***Plainview Ridge*** Subdivision, including without limitation, the Common Area, Community Common Elements, Servitudes, Park, and Recreational Areas or Facilities. Additionally, the following are required for all plans submitted to the Architectural Control Committee for review and approval:

   A. Site plan - including setbacks, servitudes, footprint of home, driveway and sidewalk placements.

   B. All Building Elevations – All elevations must articulate materials, exterior finishes, windows, shutters, trim, facia details and other architectural detailing. Dimensions, details and locations of all architectural elements (for example: columns, dormers, shutter, chimneys, etc.) must be provided.

   C. Floor Plans – The heated and unheated areas of the home shall be clearly noted on the plans.

   D. Roof Plans – must show all plumbing and other penetrations.

   E. Door and Window Schedules with specifications sheets on each.

   F. Exterior Colors with specification sheet and color sample of each. Indicate on submittal where each color is to be used.

   G. Specification sheets for Bricks, Stucco, Roofing material, etc. The Committee reserves the right to request samples of any such item prior to giving its approval of them.

   H. **All plans to be submitted to the following address:**

   ATTN: MANDY BENTON

   142 DEL NORTEAVENUE

   DENHAM SPRINGS, LA 70726

4.7 **REVIEW OF PLANS.** The Committee may issue its written approval or disapproval of such plans or proposals submitted to it anytime within thirty (30) days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

4.8 **DURATION OF APPROVAL.** In the event work pursuant to approved plans or proposals is not commenced within one (1) year of the date the plans or proposals are approved (or deemed approved) and continued with reasonable diligence thereafter, then the approval of such plans or proposals shall expire and, prior to commencement or continuation of any further work, the Owner shall submit to the Committee a current set of plans and specifications for approval pursuant to these restrictions.

4.9 **STANDARDS FOR REVIEW.** In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions. The Committee shall also require the exterior design and color of all construction, repair and remodeling of all residences, fences, walls and other improvements to be in harmony with the exterior design and color of those existing on the Property to the extent that such construction, repair, and remodeling does not to any extent detract from the value of the Property or any Lot.

4.10 **ARBITRATION.** In the event of a dispute between the Owner of a Lot and the Committee concerning whether a particular proposed construction, repair, or remodeling should be approved under these restrictions or the laws of Louisiana, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decisions rendered by the arbitrators may be entered in any Court having jurisdiction to render such a judgment. Upon the disapproval by the Committee of any properly submitted plans or proposal, the Owner shall have ten (10) days to demand arbitration or the decision of the Committee will be final. If the Owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel with ten (10) days of receipt of demand to appoint. Upon failure of the Owner to appoint an arbitrator, the right to arbitrate shall be deemed waived and the decision of the Committee will be final. Upon failure of the Committee to timely appoint an arbitrator, the Owner shall request the president of the Livingston Parish Board of Realtors or the president of the Home Builders Association for Capital Region to appoint an arbitrator for the Committee. The two arbitrators chosen shall, within ten (10) days of the last of their appointments, choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two chosen arbitrators to choose a real estate broker as the third arbitrator, either party may call upon the President of the Livingston Board of Realtors, Inc. or the President of the Home Builders Association of Capital Region to appoint a third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the above procedure, one or more of the members of an arbitration panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses and such fees, expenses, and other costs are to be assessed by the arbitrators.

4.11 **INDEMNIFICATION.** Each member of the Committee shall be indemnified by the Association against all liabilities and expenses, including counsel fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Committee at the time such expenses are incurred, unless the member of the Committee is adjudged guilty of willful malfeasance or misfeasance the performance of his duties. The above described right indemnification shall not be exclusive of all other rights to which such member of the Committee may be entitled but shall be in addition to such other rights.

V. COMMON PROPERTIES

5.1 **DEDICATION AND TRANSFER OF TITLE.** In consideration of the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these restrictions, the Developer does hereby transfer, convey and deliver, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, unto the Association, the Common Properties, to have and to hold the Common Properties in full ownership forever, provided, however, that the Developer specifically reserves all mineral rights, but not drilling or other mineral operations shall be conducted on the surface of the common properties.

5.2 **USE OF COMMON PROPERTIES.** The Common Properties are private property dedicated to the use of the Lot Owners. Motorcycles, motorbikes, trail bikes, off-road motorized vehicles of all sorts, and any other motorized vehicles are prohibited on the Common Properties except for maintenance purposes. Horseback riding is prohibited on the Common Properties. Common Properties may not be used as a dumping place for grass clippings, limbs and other refuse or trash.

VI. MAINTENANCE ASSESSMENTS

6.1 **CREATION OF ASSESSMENT.** Each Owner of a Home, by recordation of an act transferring title of a Lot to said Owner and construction of a residence to qualify the Lot to be classified as a Home under these restrictions or by recordation of an act transferring title of a Lot which already qualifies as a Home to said Owner, whether or not it shall be so expressed in any such act, shall be deemed to covenant and agree to pay the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall include such interest thereon and costs of collection thereof as hereinafter provided, shall include such interest thereon and cost of collection thereof as hereinafter provided. The obligation to pay each such assessment, together with the interest thereon and cost of collection thereof as hereinafter provided, shall be both a real obligation associated with each Home and also a personal obligation of the Owner of each Home at the time when the assessment came due. Developer and licensed contractors of new homes shall be exempt from assessments.

6.2 **PURPOSE OF ASSESSMENT.** Any proceeds from assessments levied by the Association shall be used exclusively for the purposes of fulfilling obligations of the Association and promoting the recreation, health, safety and welfare of the residents of the Property and any other property whose restrictions are administered and enforced by the Association and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Assessment proceeds shall be used by the Association to pay taxes and insurance on the Common Properties and for repairs and additions to, and replacement of, the Common Properties and improvements located thereon or used in connection therewith, including, without limitation, keeping cul-de-sacs and Common Properties mowed and free of litter and debris, maintaining the entrance to the subdivision, and maintaining the subdivision sign, and for the cost of services, labor, equipment, materials, postage, management and supervision incurred in connection with the Common Properties in any way connected with the fulfillment of the purposes set forth above.

6.3 **BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.** The annual assessment shall be $200.00 per Home. The annual assessment may be increased by a vote of the Owners, as hereinafter provided, for the next succeeding three (3) years and again for each successive three (3) year period thereafter. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, set the amount of the annual assessment for any year at a lesser amount.

6.4 **SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized by 6.3 hereof, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto or for the fulfillment of any other obligation incurred by the Association. Any such assessment shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6.5 **CHANGE IN BASIS AND MAXIMUM ANNUAL ASSESSMENTS.** Subject to the limitations in Section 6.3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 6.3 hereof prospectively for any such period provided that any such change shall have the approval of two-thirds (2/3) of the votes of the Owners (by Home) who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. Written notice of the meeting shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. The limitations of Section 6.3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to the merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation or the acceptance of obligations to administer or enforce restrictions for other property.

6.6 **QUORUM FOR ANY ACTION AUTHORIZED UNDER 6.4 AND 6.5.** The quorum required for any action authorized by Sections 6.4 and 6.5 hereof shall be as follows: At the first meeting called, as provided in sections 6.4 and 6.5 hereof, the presence at the Association meeting of Owners, or of proxies, entitled to cast sixty (60) percent of all the votes (by Home) of the Owners of all Homes shall constitute a quorum. If the required quorum is not forthcoming at such a first meeting, subsequent meetings may be called, subject to the notice requirement set forth in Sections 6.4 and 6.5, and the required quorum at any such subsequent meeting shall be half of the required quorum at the preceding meeting until such time as a quorum is obtained, provided that each such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7 **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.** The annual assessment shall commence on the first of the month following the date of this act. The assessment shall be collected in advance and prorated for the remainder of that calendar year. The assessments for each subsequent year become due and payable in advance for the year on January 1 of that year.

6.8 **DUTIES OF THE BOARD OF DIRECTORS REGARDING ASSESSMENTS.** The Board of Directors of the Association shall keep a roster of the Homes and assessments applicable thereto which shall be open to inspection by any Owner upon reasonable notice to the President of the Association. Written notice of the assessment shall thereupon be mailed to every Owner subject thereto at least thirty (30) days prior to the due date of each assessment, notice being complete upon mailing. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment stated to have been paid.

6.9 **EFFECT OF NON-PAYMENT OF ASSESSMENT.** If any assessment, or other charge or expense set forth in these restrictions, is not paid on the date when due, then such assessment, charge or expense shall become delinquent and shall also include such interest and costs of collection thereof as hereinafter provided. Payment of each assessment, charge or expense is to be a real obligation running with each Home and shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, transferees, and assigns and also shall be a personal obligation of the then Owner and shall remain his

personal obligation and shall not become a personal obligation of his successors in title unless expressly assumed by them (although it shall remain a real obligation incidental to ownership of the Home affected and shall remain subject to any privilege to which the Association may be entitled). If any assessment, charge or expense is not paid within thirty (30) days after the date due, the assessment, charge or expense shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, the Association shall be entitled to a privilege against the affected Home in accordance with LA-R.S. 9:1145, *et seq.*, and the Association may, at any time after an assessment, charge or expense becomes delinquent, file a "Notice of Delinquency, Lien and Privilege" (or similar notice) in the mortgage records of the Clerk and Recorder for Livingston, Louisiana, identifying the nature and amount of the assessments, charges or expenses which have not been paid, a description of the Home or Homes for which the assessments, charges or expenses have not been paid and the name or names of the Owners personally obligated to pay the assessment and the name of the then Owner of the Home or Homes affected. Such notice shall be signed and verified by an officer or agent of the Association and a copy thereof shall be served upon the Owners named therein by certified mail, registered mail, or personal delivery. The Association may bring an action against the Owner personally obligated to pay the unpaid assessments, charges or expenses and the Owner shall be responsible to pay reasonable attorney's fees and all costs the other expenses incurred by the Association in connection with collection of such assessment, charge or expense. In the same action or a separate action at the option of the Association, the Association may seek recognition and enforcement of the real obligation provided by these restrictions and the privilege provided for in La.-R.S. 9:1145, *et seq.*, by proceeding "in rem" against the affected Home and Its Owner for the amount of unpaid assessments, charges or expenses together with legal interest thereon from the date due and reasonable attorney's fees.

6.10 EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from any and all assessments, charges and liens created herein or subsequently imposed in accordance herewith:

(a) all Lots or other property owned by the Developer or a licensed contractor, for as long as said Lots are owned by the Developer or a licensed contractor;
(b) any Lot which does not qualify as a Home under these restrictions;
(c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use;
(d) all Common Properties.

Except as provided above, no Home shall be exempt from any assessment. Until a Lot becomes a Home under these restrictions, there may be no legally enforceable assessment or fine allowed against Lots or on Owners of Lots. Any agreement to impose legally enforceable assessments or fines on Lots, or Owners of Lots, which are not Homes may be imposed only by amendment to these restrictions in accordance with the terms of these restrictions.

6.11 RESUBDIVISION. In the event the resubdivision of two (2) or more Lots results in existence of less than the number of Lots included in the resubdivision, each Lot created by such a resubdivision and the Owners thereof shall be subject to an assessment equal to a regular Home assessment plus the product of the amount of regular Home assessment and the ratio of the total square footage of the resulting Lot to the total square footage of the Lots included in the resubdivision, once the resulting Lot becomes a Home under these restrictions, provided, however that no reduction in any assessment shall ever be made as a result of any resubdivision.

VII. GENERAL COVENANTS, OBLIGATIONS AND RESTRICTIONS

7.1 RESIDENTIAL USE. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each lot. No school,

church, assembly hall, or group home of any kind (including, without limitation, any "community home" as defined in La-R.S. 28:477 of "special home" as defined in Section 2.110 of the City-Parish Zoning Ordinances), shall be built or permitted to be built on any lot nor shall any lot or existing structure be permitted to be used as such. No Lot may be resubdivided in order to accommodate more than one single family residence per original lot. The owner of any two (2) or more adjoining lots which front on the same street may erect a single residence on said lots, in which case the two (2) lots shall be considered as one Lot for the purposes of these restrictions.

7.2 **RESUBDIVISION OF LOTS.** No Lot may be resubdivided in order to accommodate more than one single family residence per original lot. No other resubdivision of one or more Lots shall be allowed without the prior written consent of the Committee.

7.3 **RESPONSIBILITY FOR LOTS:** Each lot owner shall be responsible for the maintenance of all landscaping on his lot and for the maintaining of his lot, residence and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of maintenance and for any such repairs which may be necessary. Owners shall keep their lots mowed at all times and free from rubbish, trash, debris, noxious weeds and high uncut grass, whether a structure is located upon it or not. In default of this, then the ***Plainview Ridge*** Homeowner's Association, Inc. shall cause to have it mowed, repaired, or otherwise maintained and bill to the lot owner the cost thereof. A lien may be placed on said lot by the ***Plainview Ridge*** Homeowner's Association, Inc. for this invoice, or the owner may be prosecuted in civil suit, at the discretion of the committee.

7.4 **DEDICATION OF COMMON AREAS:** The common use areas, facilities, fence servitudes and servitudes of passage, shown on the plat of the ***Plainview Ridge*** Subdivision are hereby dedicated for the exclusive use of the members of the ***Plainview Ridge*** Homeowner's Association, Inc. and related users.

7.5 **REPSPONSIBILITY FOR PARK, FACILITIES, RECREATIONAL AND COMMON USE AREAS:**

A. The care, upkeep and maintenance of these areas and facilities are the responsibility of the ***Plainview Ridge*** Homeowner's Association, Inc. which as an authorized representative of the residents of the subdivision and/or communities covered by these covenants and restrictions, is solely responsible to maintain such.

7.6 **ROOF AND SHINGLES.** The pitch of the main roof should be not less than 8" on 12" pitch. The council may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the house. All shingles must be **"WEATHERWOOD in color"**. A sample and specification sheet shall be submitted with plans for review and approval. Architectural shingles are required unless otherwise approved by the Architectural Control Council.

7.7 **CEILING HEIGHT.** All residences shall be constructed with at least eighty (80%) percent of the ceilings on the ground floor not less than (9') feet height.

7.8 **EXTERIOR RESTRICTIONS.** All residences must be constructed of at least seventy-five (75%) masonry. Real cement stucco is required if stucco is used. Front of homes shall be brick or stucco. No vinyl will be allowed on front except fascia and soffit. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, stone, or asbestos, and not more than twenty five (25%) percent of the exterior, at the discretion of the Committee, may be wood or a similar building material, unless approved by the Committee. All painted exteriors must have at least two (2) coats. No window mounted heating or air conditioning units are permitted.

7.9 **APPROVAL OF PLANS BY ARCHITECTURAL CONTROL COMMITTEE.** Prior to commencement of any work on a Lot, including any grading or clearing (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Article IV of these restrictions.

7.10 **BUILDING SIZE.** All residences shall contain a minimum of **1800 square feet of living area.**

7.11 **GARAGES AND CARPORTS.** All residences shall have a garage or carport (a building or other structures for storage or parking of vehicles or boats whether or not attached to the main dwelling) which will accommodate not less then (2) nor more than four (4) automobiles. No garage or carport may have an entrance that faces the street on which the residence fronts. Garages may be located on the front of the residence with a side loading entrance. No garages or carports are allowed on the front or side of any lot. Garages and carports are allowed behind the residence. All garage doors must be kept closed at all times.

7.12 **BUILDING SETBACK LINES.** Unless approved by the Committee, in writing, no building shall be constructed in violation of the following building setback lines:

(a) **FRONT SETBACK.** No building shall be erected or located any closer to the front property line of a Lot than the building setback lines shown on the official final plat of the Property.

(b) **SIDE SETBACK.** No building shall be erected or located any closer to any side property line of a Lot as shown on the official final plan of the Property or as required by the Parish.

(c) **REAR SETBACK.** No building shall be erected or located any closer to the rear property line of a Lot than the greater of (i) Twenty (20') feet, or (ii) any building line shown on the official final plat of the Property.

(d) **COMMON PROPERTIES SETBACK.** No structures of any kind, including fences, shall be erected, located or maintained within twenty (20') feet of any boundary line that abuts any of the Common Properties, except as allowed under Section 5.3.

(e) **ACCESSORY BUILDINGS.** Accessory buildings (including garages and carports) shall not be erected or located any closer to any side property line than as indicated in Section 7.9(b) nor closer to the rear property line than as indicated in Section 7.9©).

(f) **FRONT OF LOTS.** For purpose of these restrictions, a Lot shall be deemed to "front" on the side having a street, the "side" property lines shall be the property lines running roughly perpendicular to the "front;" and the "rear" property line shall be the property line running roughly parallel to the "front".

7.13 **DRIVEWAYS, CULVERTS AND CATCH BASINS:** A driveway layout plan shall be established by the Committee indicating where a driveway is to originate. The Committee shall coordinate the location of the driveway with the plans submitted for approval. Certain driveway locations may require special consideration such as those which may interfere with drainage or other servitudes, catch basins, fire hydrants, etc. The Committee may make exception for these driveways or those which may not be permitted by any authority having jurisdiction over their location. Driveways must be constructed of concrete and are required to be a minimum of eleven (11') feet wide.

7.14 **SIDEWALKS**: Immediately upon completion of construction of the home and driveway by the builder or individual home owner, and prior to occupancy of the home, the builder or individual home owner shall be required to a have a front concrete sidewalk installed for common usage which shall be four (4) feet in width across the front of the lot and driveway and shall be further constructed according to specifications of the subdivider/developer and placed as may be required by the Council or any authority having jurisdiction so as not to interfere with drainage or other servitudes, catch basins, fire hydrants, etc.

7.15 **SERVITUDES AND RIGHTS OF WAY.** Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the official final plat of the Property, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and as set forth herein.

7.16 **TEMPORARY STRUCTURES.** No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently.

7.17 **COMMERCIAL, NOXIOUS OR OFFENSIVE ACTIVITIES.** No commercial business, trade, noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This restriction, however, shall not prohibit a builder from erecting temporary warehouses and/or offices on any Lot during the construction of houses on the same Lots. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street or lake and is dept free from obnoxious odors and insects.

7.18 **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except one sign per lot of not more than 18" X 24". The Developer is exempt from this restriction.

7.19 **MINERAL OPERATIONS.** No oil or gas drilling, mineral development operations, production or treatment of facilities, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon the surface of any Lot. No derrick or other structure designed for the use in drilling for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any Lot, even temporarily.

7.20 **PARKING AND STORAGE.** No house trailers, recreational vehicles or trailers, school buses, boats, jet-skis, motor homes, commercial vehicles, trucks (except pick-up trucks), go-carts, bicycles, or toys shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the street on which the Lot fronts or on any lake lot. No vehicles are allowed to be parked on any street.

7.21 **ANTENNAS, OUTSIDE LIGHTING, AND OUTSIDE SOUND.** No outside above ground lines, outside television antennas, satellite dishes, or hanging devices shall be allowed without the prior written consent of the Committee. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Committee, and any standard adopted respecting any restrictions in this regard shall be final and not subject to review.

7.22 **FIREPLACE FLUES.** Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence. All fireplaces shall have chimney caps and must be approved by the Architectural Control Committee.

7.23 **MAILBOXES.** The Developer has designated a type of mailbox, including mounting post as to design, construction, material and color to be used for all Lots in Plainview Ridge Subdivision. The mailbox style is B4 color/black cast aluminum post mounted mailbox is the selected approved mailbox for Plainview Ridge. When a house is built on any Lot, the Owner thereof shall only use the Plainview Ridge approved mailbox. The approved mailbox is to be purchased through **ALUMINUM ACCENTS, LLC, (225-278-3967), which is Plainview Ridge approved vendor.** The style of the mailbox is attached hereto and made a part hereof as Exhibit "A". All mailboxes must be installed by the specifications from

Declarant's/Developer's engineer. **Upon installation, the door of the mailbox must be even with the back of the curb in accordance with the Post Office Regulations.**

7.24 **ADDRESS PLAQUES:** The developer has designated a specific custom address plaque that shall be used on all homes in Plainview Ridge Subdivision. This plaque will have the address to the residence along with the street name. It will be a monolithic custom poured powder coated cast aluminum plaque. The selected style plaque for Plainview Ridge is Classic Williamsburg and color shall be bronze/gold. This plaque shall be located on either side of the front entrance, with the exact location up to the discretion of the homeowner. Approved custom plaques are to be purchased through **ALUMINUM ACCENTS, LLC (225-278-3967)**, which is the Plainview Ridge approved vendor. The only numbers allowed on any home in Plainview Ridge will be adhesive and temporary until time of occupancy when the custom plaque can be installed. The style of the address plaque is attached hereto as Exhibit "B".

7.25 **LIVESTOCK AND ANIMALS.** No livestock, animals or poultry 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 they are not kept, bred, or maintained for any commercial purpose and further provided that they are kept, bred, or maintained otherwise in accordance with law.

7.26 **GARDENING.** No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street.

7.27 **BUILDING MATERIALS STORAGE.** No building materials and 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.

7.28 **WEED REMOVAL.** Owners, including builders, shall keep their lot and/or homes mowed and free of weeds and clean of trash, rubbish, or garbage. In the event an Owner fails to mow the grass, cut the weeds, or clean up the trash or garbage within fifteen (15) days after receipt of written demand from the Association, the Association may mow, cut, or clean the Home. The actual cost incurred by the Association in connection therewith shall be deemed to be an additional assessment against the Home, and the Owners thereof may be assessed, together with interest, fees and costs, the same as a regular Home assessment under Article VI of these restrictions.

7.29 **FENCES**. No fence or wall shall be constructed nearer to the street than the front of the house, excluding porches, regardless of setback lines provided herein. No fence or wall shall exceed six (6') feet in height. Chain link fences are prohibited. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from any street. Wooden fences shall be made of cedar, cypress, redwood, or other natural material of similar appearance and must be approved by the Committee prior to commencement of construction.

7.30 **CONCRETE TRUCKS.** Washing out of concrete trucks shall be on the lot being poured and not on any other area.

7.31 **LANDSCAPING**. The following landscaping shall be completed within thirty (30) days after issuance of a certificate of occupancy for the Home: (a) the front yard must be completely sodded with centipede or equal; (b) the Lot must have raised and planted plant beds along any side of the Home facing a street; and at least two (2) trees must be planted on the Lot, each tree to be at least two inches (2") in diameter, measure three (3') feet above the ground, and at least five (5') foot tall. Any Owner who does not timely complete said landscaping shall pay a fine of $300.00 to the Association for each thirty (30) day period the landscaping is delayed beyond the above required deadline. Such amount shall be considered an Assessment and may be enforced in accordance as stated in these restrictions.

7.32 **LANDSCAPED AREAS.** Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the Committee. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Committee.

7.33 **FINISHED SLAB ELEVATIONS.** No finished slab or other foundation for permanent improvements intended for human habitation shall be constructed below one foot above the elevation as shown on the applicable National Flood Insurance Program rate map or a similar map used to establish flood insurance rates if the designated map is no longer made available.

VIII. GENERAL PROVISIONS

8.1 **STRICT INTERPRETATION OF RESTRICTIONS.** These restrictions including all obligations, covenants, restrictions, servitudes and conditions, shall, to the maximum extent permissible bylaw, be strictly enforced, construed, and interpreted. No provision of these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature.

8.2 **KNOWING VIOLATION OF RESTRICTIONS.** In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or Owner of the Lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment, otherwise shall be entitled to recover from the violator or Owner of the Lot reasonable attorney's fees to be fixed and awarded by the court.

8.3 **DURATION.** These restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from this date. After expiration of the initial twenty-five (25) year term, these restrictions shall be automatically extended for successive periods of ten (10) years.

8.4 **AMENDMENT.** The Developer reserves the right to amend these restrictions one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of Developer. Any amendment 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, square footage requirements, or other amendments as determined by the Developer to be in furtherance of the development of the subdivision.

8.5 **AMENDMENT BY OWNERS.** Except as may otherwise be provided in this instrument, and subject to provisions elsewhere contained herein requiring the consent of the Developer or others, any covenant, condition, restrictions, servitude or other provision contained in these restrictions any amendment to or termination of these restrictions prior to expiration to the initial twenty-five (25) year term of duration shall only be by written act executed by all of the then Owners of all Lots. After expiration o f the initial twenty-five (25) year term of duration, these restrictions may be amended or terminated by written act executed by a majority of the then Owners of all Lots.

8.6 **VARIANCES:** The Developer Committee (the Architectural Control Council) may authorize variances from compliance with any of the provisions of this Declaration, the Design Guidelines or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Council, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require a variance. Such variances must be evidenced in writing and shall become effective when signed by the Declarant or by at least a majority of the members of the Council. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however that the granting of a variance shall not operate to waive any of the provisions of

this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in anyway the Owner's or Builder's obligation to comply with all governmental laws, codes and regulations affecting the property concerned and the Plat.

8.6 **NOTICES.** Any notice required to be sent to any Owner under the provisions of these restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of mailing.

8.7 **ENFORCEMENT.** If any Owner, his agents, employees, heirs, successors, or assigns, or anyone acting on his behalf, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any Owner or the Developer to prosecute any proceeding at law or in equity against such an Owner and the person or persons violating or attempting to violate any such obligations, covenant, restrictions, servitudes and conditions and to prevent him or them from so doing by mandatory or prohibitory injunction without the necessity of providing bond for the issuance thereof, each Owner being deemed, by purchase of any Lot, to have waived and relinquished any right to require the posting of bond. However, the availability of injunctive relief shall not preclude (or be precluded by) any other available remedy for any violation or threatened violation, including, without limitation, the recovery of damages. Failure of any person of entity to enforce any provision of theses restriction shall, in no event, be deemed to be a waiver of the right to do so thereafter.

8.8 **SEVERABILITY.** Invalidation of any one of the provisions of these restrictions by judgment or court order shall in no way affect any other provision of these restrictions, all of which shall remain in full force and effect.

THUS DONE AND SIGNED by the Developer and Association, in Denham Springs, Louisiana, on the 27th day of April, 2016 n the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Stephanie C Doran

Stephanie C. Doran

Becca Barrett

Becca Barrett

BLOOD RIVER INVESTMENTS, L.L.C.

BY: BRUCE R. EASTERLY, MEMBER

PLAINVIEW RIDGE HOMEOWNERS ASSOCIATION, INC.

BY: BRUCE R. EASTERLY, AGENT

Jean E. Brooks

NOTARY PUBLIC

JEAN E. BROOKS
Notary Public
Notary ID No. 23383
Livingston Parish, Louisiana

EXHIBIT "A"

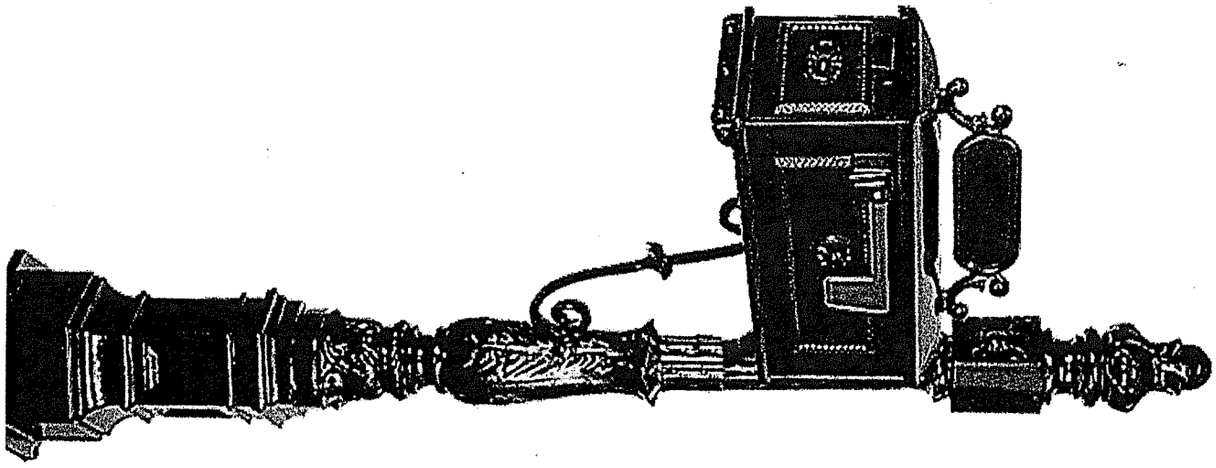

EXHIBIT "B"