

# Livingston Parish Recording Page

Thomas L. Sullivan Jr.  
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PO Box 1150  
Livingston, LA 70754-1150  
(225) 686-2216

**Received From :**  
RICHMOND PLACE HOMEOWNER ASSOC INC  
PO BOX 194  
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**AMENDED AND RESTATED  
RESTRICTIVE COVENANTS FOR RICHMOND PLACE  
FIRST, SECOND, THIRD, FOURTH AND FIFTH FILINGS**

STATE OF LOUISIANA

PARISH OF LIVINGSTON

BE IT KNOWN that on this 1st day of May, 2017, 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:

Richmond Place Homeowners Association, Inc., a Louisiana corporation, domiciled in the Parish of Livingston, State of Louisiana appearing herein through its President, Christopher Scott Christensen, acting pursuant to corporate resolution which is on file and of record in the Office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana,

hereinafter called "APPEARER", which declared that it was created in the original restrictions to manage the affairs of the Subdivision pursuant to the Restrictions filed herein at **07-18-2002 BOOK NO. 810 ENTRY NO. 498712**, and as amended at **12-19-2011 BOOK NO. 1120 ENTRY NO. 758620**, and pursuant to those restrictions has the power and authority to amend the restrictions, and has done so as stated herein; further, that these amended and restated restrictions affect the same lots which were placed under the original restrictions as stated herein, to-wit:

Eighty-nine (89) 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 May 14, 2001, recorded at Entry No. 466801 of the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBERS FIFTYTHREE (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.

Fifty-five (55) 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, THIRD FILING, and designated on a plat of survey made and prepared by prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated August 27, 2001, recorded at Entry Nos. 476284 and 480435 of 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, said subdivision, said

A circular notary seal for a Notary Public in the State of Louisiana. The seal contains the text "NOTARY PUBLIC" and "STATE OF LOUISIANA" around a central emblem.

lots having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Twenty-seven (27) 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, FOURTH FILING, PHASE ONE and designated on a plat of survey made and prepared by prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated August 14, 2002, recorded at Entry No. 503785 of the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBER TWO HUNDRED FOUR (204) THROUGH TWO HUNDRED NINE (209), INCLUSIVE, TWO HUNDRED TWENTY-NINE (229) THROUGH TWO HUNDRED THIRTY-THREE (233), INCLUSIVE, AND LOT NUMBERS TWO HUNDRED SEVENTY-FIVE (275) THROUGH TWO HUNDRED NINETY (290), 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-four (64) 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, FOURTH FILING, PHASE TWO and designated on a plat of survey made and prepared by prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated November 7, 2002, recorded at Entry Nos. 507370 and 512035 of the official records of the Clerk and Recorder for the Parish of Livingston, as LOT NUMBER ONE HUNDRED EIGHTY-EIGHT (188) THROUGH ONE HUNDRED EIGHTY-NINE (189), INCLUSIVE, ONE HUNDRED NINETY-FIVE (195) THROUGH TWO HUNDRED THREE (203), INCLUSIVE, TWO HUNDRED TEN (210) THROUGH TWO HUNDRED TWENTY-EIGHT (228), INCLUSIVE, TWO HUNDRED THIRTY-FOUR (234) THROUGH TWO HUNDRED FIFTY-ONE (251), INCLUSIVE, AND LOT NUMBERS TWO HUNDRED NINETY-ONE (291) THROUGH THREE HUNDRED SIX (306), 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.

Fifty-four (54) 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, FIFTH FILING, and designated on a plat of survey made and prepared by prepared by G.L. Lessard, Sr., Professional Land Surveyor, dated May 15, 2002, recorded at Entry No. 495026 of 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, said subdivision, said lots having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Appearer further declares that the Association 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 the Richmond Place Homeowners Association the right to re-subdivide for purposes of creating passages of ingress and egress to adjoining property, re-subdivide any lot owned by the Richmond Place Homeowners Association, for such purposes.
2. All new construction plans must be reviewed and approved by the Richmond Place Homeowners Association. All remodeling construction must be reviewed and approved by the Richmond Place Homeowners Association.

No improvements which extend 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 Homeowners Association 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 setback line, nor any

nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.

Richmond Place Homeowners Association's approval or disapproval as required by these covenants shall be in writing. In the event the Richmond Place Homeowners Association 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 Homeowners Association.

3. 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.
4. No residential structure shall be constructed of imitation brick, concrete block, imitation stone, or asbestos on the exterior, and Richmond Place Homeowners Association 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.
5. 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.
6. 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.
7. Each lot owner shall pay a sewer deposit and rate as set forth by the Public Service Commission to the sewer system operator.
8. Construction period of any residence must be limited to twelve (12) months from the commencement of construction.
9. 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 Homeowners Association may have the object of such cause removed and the lot owner will be responsible for all expenses incurred by the Richmond Place Homeowners Association.
10. Fences shall be constructed only of wood, brick, ornamental iron, or other material approved in writing by the subdivision Board, provided that barbed wire, net wire or chain linked fences are prohibited.
11. 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.
12. The minimum roof pitch shall be six (6) on twelve (12).
13. The setback line shall be twenty five (25) feet and there shall also be a five (5) feet sideline setback on each lot.
14. The Richmond Place Homeowners Association will have the duty to enforce the following rules, which are incorporated herein as restrictions:

- a. 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. 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. All trailers and recreational vehicles shall be kept in the garage, behind a fence or behind a resident's home out of view from the street. No commercial vehicles over 2 axles can be kept, stored, or maintained overnight at any residence, including the following, but not limited to: buses, dump trucks, tow trucks, ice cream trucks.
- b. 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.
- c. No commercial business or noxious, harmful, unwholesome 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.
- d. 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.
- e. 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. Dogs shall not run at large and will be subject to seizure by authorities in accordance with Louisiana statutes LA R.S. 3:2771 and LA R.S. 3:2773. Homeowners must keep their and their neighbor's 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.
- f. Each resident is responsible to maintain the upkeep of their lot including the driveway. Such upkeep shall include any items visible from the street and/or public view, but may not be limited to:
  - a. Lot owners shall keep the grass, weeds and vegetation on said lot mowed at regular intervals so as to maintain 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 Association 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. All lake owners must maintain the property (keep cut, free of trash) down to the waters edge. If property is not kept cut, the Association will cut the said lot for a minimum of \$50.00 to be billed to the lot owner, and if not paid a lien shall be filed on the property.
  - b. All bikes, skateboards, bike/skateboard ramps and all toys shall not be left out in the yard and/or driveway overnight.
  - c. All structures adjoining or adjacent to the main home structure shall be maintained in working order and free from damage and/or ill-repair. Such structures shall include, but may not be limited to: fences, gates, awnings, sheds, etc.
  - d. All components that are an integral part of the main home structure shall be maintained in working order and free from damage and/or ill-repair. Such components shall include, but may not be limited to: garage door, windows, doors, shutters, fascia boards, gutters, etc.
- g. Swimming in the Richmond Place Subdivision lakes is prohibited.
- h. Dog pens can be constructed of chain link fence, and can be no larger than ten (10) feet wide by six (6) feet high. The said dog pen must be kept in the rear of the lot, behind the home; out of view from the street.

- i. Vehicles must be kept in the driveway, or garage, with exception of temporary overflow parking for special occasions, such as private gatherings. No vehicles shall be parked in yard.
  - j. The use of gasoline powered motor crafts is strictly prohibited in the neighborhood lakes.
  - k. No items can be placed in view of the street and advertised as for sale.
15. Each Owner of a Home, by recordation of an act of 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 of 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 to be fixed, established and collected from time to time as hereinafter provided.
- a. Annual Assessment(s): The Richmond Place Homeowners Association reserves the right to charge a fee of \$120.00 per year per Home. All proceeds shall be used to fulfill the obligations of the Association and promote recreation, health, safety and welfare of the residents of the Property and to provide services and facilities devoted to such purposes and related to the use and enjoyment of the Common Properties. Such assessment shall be collected annually on the first day of January each year. Failure to pay such fee shall result in the assessment of a late fee/fine and/or a lien being filed against said lot owner. Annual assessment(s) may be adjusted from time to time based on consideration of current maintenance costs and future needs. An increase in the annual assessment must be approved by a vote of the Members. Such change shall have the approval of two-thirds (2/3) of the votes of the Members present (one vote per 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 Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
  - b. Special Assessment: In addition to the annual assessment(s), the Richmond Place Homeowners Association reserves the right to charge a fee of \$5.00 per month per Home, in any assessment year, in special cases under which the reserves/operating account has a negative balance (budget shortfall) to cover normal obligations, a one-time major repair or improvement, and/or to cover repairs from a natural disaster not covered by insurance.
16. The Richmond Place Homeowners Association Board of Directors reserves the right to assess fines for failure to comply with the restrictive covenants as stated herein. If any of these restrictions have been violated such action will be taken by the Richmond Place Homeowners Association:
- 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. Notification Repeat Violation within 180 days – Lot owner will be fined \$25.00 payable in thirty (30) days of receipt of notice;
  - d. Failure to pay such fine(s) shall result in a lien being filed against said lot owner
17. 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.
18. 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.
19. The Richmond Place Homeowners Association reserves the right to amend these restrictions one or more times in any manner of for any purpose deemed necessary or appropriate in the sole discretion of the Association. 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 a 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 yea 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 Association to be in furtherance of the Development of the Subdivision.

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.

20. Neither the members of the Board nor its designated representatives, shall be entitled to receive any compensation for services performed in connection with the administration of these covenants.

IN WITNESS WHEREOF, the undersigned do hereby make this Amended and Restated Restrictive Covenants for Richmond Place, and have caused this Amended and Restated Restrictive Covenants for Richmond Place to be executed effective as of the 1st day of May, 2017 in the presence of me, Notary Public and the undersigned witnesses, after due reading of the whole.

**RICHMOND PLACE HOMEOWNERS ASSOCIATION, INC.**  
A Louisiana Corporation

BY: \_\_\_\_\_

Christopher S. Christensen, President

WITNESSES:

\_\_\_\_\_

Shane Evans, Vice President

\_\_\_\_\_

Tiffany Bryant, Secretary

\_\_\_\_\_

Terri Spinoso, Treasurer

\_\_\_\_\_

NOTARY PUBLIC

My commission expires: death

JERRILYN VASTA  
Notary Public 058364  
East Baton Rouge Parish, LA  
State of Louisiana

**BOARD OF DIRECTORS RESOLUTION**  
**RICHMOND PLACE HOMEOWNERS ASSOCIATION, INC.**

**RESTATEMENT OF RESTRICTIVE COVENANTS**

WHEREAS, on the 15<sup>th</sup> day of March, 2017, at a regular meeting of the Richmond Place Homeowners Association held at 6:30pm at the Livingston Parish Library - Watson Branch in Watson, Louisiana; and

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors, by unanimous consent of those present, resolved that the attached complete restatement of the restrictive covenants for Richmond Place Subdivision, First, Second, Third, Fourth and Fifth Filings, shall be adopted. These restrictive covenants have been restated to clarify outdated and/or ambiguous information and to correct errors.

BE IT FURTHER RESOLVED THAT these restrictions shall be filed in the official records of the Parish of Livingston and these restrictions shall be made available to each member of the Association. This restatement of the restrictive covenants shall replace the Amended Restrictive Covenants for Richmond Place First, Second, Third and Fifth Filings as recorded December 19, 2011, in Conveyance Book 1120, Instrument Number 758620, of the official records of the Parish of Livingston.

Executed this 1st day of May, 2017.

**RICHMOND PLACE HOMEOWNERS ASSOCIATION, INC.**  
A Louisiana Corporation,

BY: \_\_\_\_\_

Christopher S. Christensen, President

WITNESSES:

Shane Evans  
Shane Evans, Vice President

Tiffany Bryant  
Tiffany Bryant, Secretary

Terri Spinoza  
Terri Spinoza, Treasurer