

RESTRICTIVE COVENANTS FOR MILLER RIDGE SUBDIVISION

REVISED 01/02/2020

1. All lots and tracts taken or developed from the above-described property are designated for residential use only. 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 and/or recreational vehicles.
2. Single Family Development - Minimum square footage for single story residence shall be 1450 square feet of heated living area. Minimum footage for one and one-half up to two and one-half story residence shall be 1600 square feet with a 1000 square feet of heated living area on the ground floor. In determining the "heated living area" open porches, screen porches, porches with removable storm windows, breezeways, patios, and landings are excluded. Outside storage, utility areas, garages and carports also shall not be included in making up the minimum square footage.
3. The Architectural Control Committee's approval or disapproval as required by these covenants shall be in writing before submitting to the Town of Livingston Permit Department. In the event the Architectural Control Committee fails to approve or disapprove within sixty (60) days after plans and specifications have been submitted to it, or in the event no suit to enjoin the constructions 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. The Architectural Control Committee, herein called "The Committee", shall be composed of Rodney Miller or his appointee. The initial member(s) may thereafter appoint any other members to the Committee, and may further designate a representative to act for the Committee. In the event of the death, resignation, or inability to serve of any member of the Committee, the remaining member(s) shall have full authority to designate a successor or the developer may appoint a successor. At any time, the owners of one hundred (100) percent of the total lots shall have the right and privilege by executing and recording in the office of the Livingston Parish Clerk of Court a written instrument changing the membership of the Committee whom shall adopt further regulations as necessary.
4. No lot shall be re-subdivided or divided into any dimensions other than those shown on the original subdivision plat or for those lots specified by the developer, or specified by Miller-Doyle Companies, Inc in the future. Any lot may become a road for additional phases of the subdivision specified by the developer at a later date. The owner of two or more adjoining and adjacent lots may use those adjoining and adjacent lots as one building site only on approval by the Committee.
5. No lot shall be used to access property outside the boundaries shown on the subdivision plat except for those lots specified by the developer, Miller-Doyle Companies, Inc. No lot shall be used to provide any overhead utilities to any property outside the boundaries shown on the subdivision plat except for the lots specified by the developer, Miller-Doyle Companies, Inc.
6. Gazebos or Sheds should relate to the design of the home in form and material. Details and location of these shall be submitted with the landscape plan, for approval by the Committee.
7. The design of each plot shall avoid the removal of trees 6 inches or more at the butt of the trees except for Chinese Tallow. The intent of this restriction is to preserve a natural wooded environment. The

Committee encourages each lot owner to make a detailed plot of existing trees and land features for the home design so as to preserve the natural landscape. All Chinese Tallow trees should be cut and are prohibited from planting; while oak, pine, ash, hickory, holly, magnolia, pecan, birch as well as ornamental trees and shrubs are encouraged planting material. Trees that are located within the approved building site can be removed.

8. No structure of a temporary character, including trailer, basement, tent, shack, garage, barn or any other out building shall be used on any lot or tract at any time as a residence; not allowed on any lot temporarily or permanently.

9. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may become an annoyance in the residential community. No unlicensed, abandoned or junked vehicles shall be kept or permitted on lots.

10. No signs of any kind shall be displayed to the public view on any lot, except customary signs advertising the lot or tract for sale or rent.

11. No commercial business or noxious or offensive trade activity shall be conducted on any lot. 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 up to six (6) months.

12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot. Except that household pets, specifically limited to dogs (excluding pit bulls), cats, or other household pets may be kept provided such animals are not kept, bred, or maintained for commercial purposes. Household pets shall not be allowed to roam freely, but must be leashed or detained by fences. Household pets shall not be of such kind of disposition or kept in such number as to cause a nuisance or odor. When walking pets all pet deposits must be picked up by pet owner at the time deposit is made by pet.

13. Discharge of firearms on any lot within the subdivision is prohibited.

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

15. Access to any lot is to be provided by covered culverts over the existing drainage ditches. Also, culverts are to be of such size and material determined by the Committee in accordance with the Town of Livingston regulations and shall not interfere with the free flow of water in the drainage ditches across any lot. The Committee may have the object of cause removed and the lot owner held responsible for all expenses incurred by the Committee.

16. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event owners fail to discharge this obligation, the Committee may, at its discretion, cause the lot(s) or tract(s) to be mowed, with the owner thereof obligated to pay the cost of such mowing. Failure to pay such cost may cause a lien to be filed against said lot.

17. No trailers, boats, campers, recreational vehicles, school buses, motor homes, commercial vehicles, trucks, tractors, lawn mowers, go-carts, bicycles, or toys shall be kept, stored, repaired or maintained on any lot, street, servitude, or right of way, visible from the any street.

18. Fences shall be constructed only of wood, brick, ornamental iron, or other material approved in writing by the committee. Barbed wire and net wire fences are prohibited. No fence shall exceed six (6) feet in height. No fence or wall shall be constructed nearer to the street than the appropriated setback lines. No fence or wall shall be constructed nearer to the street than the location of the front of the house, regardless of setback lines provided herein. No fence or wall shall be constructed to restrict the access of servitude or rights of way.

19. No building materials or 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 farming purposes, except that of flowers and shrubbery grown for non-commercial purposes.

20. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick, concrete block, or asbestos, and the use of vinyl exterior materials is restricted to use on overhang, soffits, fascia, porch ceilings, and rear walls and rear structures. Exterior front and sidewalls of residence shall not be constructed of vinyl materials. No window mounted heating or air-conditioning units are permitted on front and sidewalls.

21. No residence, building, fence, wall or other structures shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plan, elevations, exterior color, schemes, and locations have been submitted to and approved in writing by the Committee. Plans and specifications shall also include a front concrete walkway, driveway, and sidewalk designed to connect to the adjoining lots to form a community sidewalk. Garage doors and garage specifications shall also be submitted to and approved in writing by the Committee.

22. The minimum roof pitch shall be 6/12 or greater.

23. All lots will consist of a four (4) foot sidewalk running parallel to the street 0 feet from the front property line across the entire length of the lot constructed of concrete to be uniform throughout the subdivision. However; the sidewalks running to the front door (minimum of 3 feet) and driveways (minimum of 11 feet) may be concrete, washed gravel, or concrete covered with brick pavers and must be constructed in conjunction with the building construction.

24. No outside above ground lines, lights, satellite dishes, above ground improvements or hanging devices shall be allowed without the prior written consent of the Committee.

25. Outside lighting, outside music or sound producing devices and any other mechanical devices shall be subject to the approval of the Committee.

26. All mailboxes must be of the same design and material. [The Barcelona Mailbox with Paper Holder and Address Holder 58 inches high in Terra Cotta Aluminum (Fig. 1) 27. All lots shall be graded to drain so that no water can be caused to drain onto adjoining lots.

28. Each lot owner shall supply their own sewer system (Fig. 3) and make arrangements to connect to the Town of Livingston system.

29. Building setback lines from all streets are 35 feet a change from the official plat of this subdivision. In addition, no building shall be constructed or placed nearer than fifteen (15) feet of any sideline. Garages

and carports shall be attached to the residential structure. Garages must be side load only, fully enclosed and constructed with same type of materials as the home and contain 100 Sq. Ft. for storage of gardening equipment, bikes, and other outdoor equipment. Carports will be acceptable if attached at the rear of the home. Lattice, slates, etc. will not constitute an acceptable wall structure and are prohibited.

30. Servitudes and rights of way for the installation and maintenance of utilities, sewerage, 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.

31. An annual maintenance fee of \$100.00 will be collected by the Architectural Control Committee on the 1st of March each year to maintain the front entrance fence and gates and the public flower beds within the neighborhood. The first 3 years will be collected at the closing of the sale and the fee can be raised in levels of 25 percent every 3 years after the year 2005 with a vote of 51 percent of the lot owners including any unsold lots owned by the developer. The Architectural Control Committee may elect to turn control over to the local garden club or any community group formed within the neighborhood to maintain the public beauty. After December 31, 2020 Interest rates of 10% and monthly late fees of \$25.00 per month may be applied.

32. These covenants are to run with the land and shall be binding upon all present and future owners for a period of twenty-five (25) years from the date of this act, after which time said covenants shall be automatically extended for successive periods of ten (10) years. It is provided however, that these covenants may be altered or amended by an instrument in writing, executed by owners of seventy-five (75) percent of the total lots from which the development is taken, as described above, agreeing to change all or any covenants imposed herein after the developer has sold one hundred (100) percent of the lots.

33. 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 a court of competent jurisdiction, to obtain injunctive relief against such threatened or actual violations, and for all other appropriate relief and legal fees.

34. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions herein, and the latter remain in full force and effect. The developer retains the right to change, amend, or alter the restrictive covenants at any time until one hundred (100) percent of the lots are sold.