

STATE OF LOUISIANA

NORTHVIEW SUBDIVISION

RESTRICTIONS

PARISH OF SABINE

PART I. PREAMBLE

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

Michael R Pitt and Nerissa L Pitt, husband and wife, major residents of Sabine Parish, Louisiana, whose present mailing address is 693 Little Flock Lane, Many, Louisiana 71449 (collectively referred to as “Appearer”) who did declare and state:

That Appearer is the sole owner, and the developer, of NORTHVIEW SUBDIVISION, A Subdivision of Sabine Parish, Louisiana, situated in Section 28, Township 5 North, Range 12 West as per plat of survey by Douglas Dockens, P.L.S. dated 15 June, 2019, filed and recorded ????, 20?? as Instrument No. ????? in the official records of Sabine Parish, Louisiana (the “plat”).

That Appearer, as the sole owner of the subdivision and the lots therein, desires that the subdivision, and any other phases and/or extensions and/or units and/or lots that are subsequently developed within the subdivision, be owned, held, sold, conveyed, transferred, mortgaged, occupied, maintained and improved subject to certain reservations, restrictions, covenants, charges, liens, privileges, easements and/or conditions as part of a general scheme of development of the subdivision for residential purposes and pursuant to a common general plan for the benefit of Appearer and subsequent owners of lots in the subdivision in order to protect and enhance the quality, value and desirability thereof.

That Appearer declares that the property described herein shall be held, sold, conveyed, transferred, mortgaged, occupied, maintained and improved subject to the following certain reservations, restrictions, covenants, charges, liens, privileges, easements and/or conditions which are for the purpose of protecting the value and desirability of the properties, and which shall run with title to me properties and which shall be binding on all parties having any right, title or interest in and to the immovable property made subject to this declaration or any portion thereof, as well as their respective heirs, successors, transferees and assigns, and shall inure to the benefit of each owner thereof and shall benefit the subdivision.

That accordingly, Appearer does hereby create and put in place the following reservations, restrictions, covenants, charges, liens, privileges, easements and/or conditions which shall bear against, and encumber, the subdivision.

PART II. RESIDENTIAL AREA COVENANTS AND AREA OF APPLICATION

- **AREA.** The restrictive covenants set forth herein, in their entirety, shall apply to, bear against, and encumber, all and any phases and/or extensions and/or units and/or

lots of the subdivision that now exist as well as those phases and/or extensions and/or units and/or lots that are, or might be, subsequently developed in the future.

- **LAND USE AND BUILDING TYPE.** Each subdivision lot shall be used for residential purposes only, and only one single-family residence or structure, as defined herein, shall be erected, placed or located on each lot. Where two or more adjoining subdivision lots are owned by the same land owner(s), one single family residence may be erected or placed on the two lots, or on each single lot owned by the same land owner(s). A subdivision lot shall not be subdivided by the lot owner into smaller lots.
- **BUSINESS ACTIVITY.** Except as specifically provided to the contrary in these restrictions, no business, manufacturing or commercial activity or enterprise of any kind, for profit, shall be maintained in this subdivision; nor shall any lot in this subdivision be used for other than strictly residential purposes. Rental of a subdivision lot or the improvements located thereon for residential purposes shall not be considered a violation of this restriction. However, in that case the lot owner shall not be released from compliance with these restrictions and shall be responsible for any and all acts and actions of the lessee, shall be responsible for seeing that the lessee complies with these restrictions and shall be responsible for any and all violations of these restrictions by the lessee.

2.4. DWELLING:

- Any regular, ordinary and usual constructed single-family residence house erected, constructed and/or placed on any lot as set forth in Article 2.2 above, shall have a minimum heated and cooled enclosed livable floor area of ONE THOUSAND FOUR HUNDRED (1400) SQUARE FEET. This minimum square footage requirement shall be exclusive of porches, open or closed carports, patios, garages or other similar areas.
- **DWELLING QUALITY:** No building shall be erected, placed or altered on any lot or building site until the construction plans, specifications and plot plans showing the location of the structure have been approved by the Architectural Control Committee, and the quality of workmanship and materials, harmony of external design with existing designs, compliance with these restrictions, and as to the location with respect to topography and finished grade elevation. Construction, new buildings only shall be permitted; it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit of this subdivision and to prohibit all mobile homes of any kind from being moved onto or used as a residence on this tract. Nor shall any temporary building structure or mobile home be erected or placed on this tract to be used as a residence, except that a motor home may be parked on a lot temporarily during the construction of a residence but in no event shall said motor home be parked in excess of one (1) year on any lot. The Architectural Control Committee is composed of Michael R. Pitt and Nerissa Pitt, and the committee may, by a vote of at least 2/3 of the membership of the committee, add additional members or transfer responsibility

for appointment of committee members to the HOA (as hereinafter defined), at their discretion. In the event of death or resignation of any member of the Architectural Control Committee, the surviving members shall continue to serve as the committee, but shall have the power to fill the vacancy if desired.

- **CONSTRUCTION:** All residences shall be constructed of new materials, Colored R panel style industrial metal may be used, but must be dressed from the bottom to at least 3 feet high with a stone or rock material on roadside and lakeside as a minimum. No Galvanized or Galvalume corrugated style Tin is allowed. All storage buildings or unattached buildings must use the same materials of construction as the residence.
 - **BUILDING SETBACKS.** No building, construction, improvement or residence house shall be closer than twenty (20.0) feet from any adjacent and contiguous subdivision road or street or the front lot line, or closer than five (5.0) feet from the side property lot lines. If the side property lot line is adjacent and contiguous to a subdivision road or street, then the twenty (20.0) foot set back as set forth herein shall apply to that side property lot line. For the purpose of this restriction, eaves and open porches shall be considered as part of the building. One or more lots, or parts of lots, may be utilized as a single building plot. In that case, and where two or more joining lots, or a single lot and parts of an adjoining lot, or parts of two or more adjoining lots, are owned by the same land owners), then the property lines, for purposes of these restrictions, shall be the side lot lines of the combined tracts.
- **LIVESTOCK, POULTRY AND PETS.** No livestock, swine, sheep, goats, or farm animal of any kind shall be kept or maintained on any subdivision lot or any portion thereof. Nor shall any chicken yard, or yard for any other type of fowl, be kept or maintained thereon. There shall not be erected on any of this property, any stable, barn or other structure for housing any such livestock, animal or fowl. Household pets are allowed providing they are not permitted to become a nuisance to any other property owners in the subdivision. Household pets shall not be kept, bred or maintained for any commercial purpose.
- **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any lot or part of this subdivision. Nor shall any activity be conducted thereon which may become an annoyance or nuisance to other property owners in the subdivision. No manufacturing or commercial enterprise, or enterprise of any kind for profit, shall be maintained upon, or in connection, with any lot, nor shall same be maintained within any residence house located on any lot in this subdivision. No lot in this subdivision shall in any way be used for anything other than strictly residential purposes.
- **SIGNS.** No signs, poster, billboard, advertising device or display of any kind shall be erected, maintained or displayed to the public view except the name and address of the occupant A sign advertising a lot for sale may be placed on such lot provided that the sign is of an appropriate size, color and style to be determined by Appearance or the homeowner's association, whichever is applicable.

- **SEWAGE SYSTEMS.** No outside toilets shall be installed or maintained on any lot in this subdivision except during the period of time of construction of a residence house. Upon completion of the construction of said residence house same shall be removed. All plumbing shall be connected to an approved septic system, or other sewage treatment system, in such a manner so as to comply with any and all Parish and State regulations, or the regulations of any other authority having jurisdiction of same. Each property owner shall be responsible for the maintenance and repair of the septic/sewer system in compliance with all Parish and State regulations.
- **WATER SYSTEMS.** All water systems shall comply with any and all Parish and State regulations, or the regulations of any other authority having jurisdiction of same.
- **LOT MAINTENANCE.** No subdivision lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, scrap, refuse or debris of any kind. All rubbish, trash, garbage scrap, refuse or debris of any kind shall be kept in appropriate and sanitary garbage containers. Each lot owner shall be responsible for lot maintenance, particularly but not exclusively, control of weeds, maintenance of grass and lawns, and/or any other unsightly growth on his subdivision lot. If the owner fails to maintain his lot as set forth herein after notification from Appearer or the homeowners association, whichever is applicable, Appearer or the homeowners association may take whatever steps are necessary to bring the lot into compliance with this restriction and collect the cost of same from the lot owner by whatever legal means are necessary and/or required.
- **MOTOR VEHICLES.** No unlicensed, unregistered or abandoned motor vehicles shall be kept on any of the lots in this subdivision or allowed into the subdivision. Motor vehicles that are allowed in the subdivision shall be parked on the driveway or in the garage/carport of the appropriate residence house. Such motor vehicles shall not be parked on any street over night nor parked on any street at any time on a regular basis.
- **CARPORTS AND GARAGES.** Carports and garages constructed for use with residence houses shall be of the same architectural design as the residence house.
- **STORAGE BUILDINGS.** One storage building per subdivision lot shall be allowed. However, the storage building must be neat in appearance, and the design and structure of the storage building shall be in keeping with that of the residence house.
- **SIGHT LINES.** No fences, walls, hedge rows, shrub rows, trees or other plants which obstruct sight lines shall be allowed.
- **FENCES.** All fences must be approved by Architectural Committee prior to construction, to eliminate potential of blocking views. Any fences constructed that do not meet Committee approvals shall be removed at owners expense.
- **UTILITIES AND SERVITUDES.** Each lot owner shall bear the cost of connecting to utilities. In doing so, the lot owner shall be responsible for repairing any break or damage

any subdivision street in any way. If the main utility lines are located on the opposite side of a subdivision street, the lot owner shall "jack and bore" beneath any such street in order to connect to the main utility lines. Any damage to a subdivision road caused by this process shall be repaired at the cost and expense of the respective lot owner. Servitudes for installation and maintenance of utilities and/or drainage facilities are reserved as shown on the subdivision plat.

2.18 OIL AND MINING OPERATIONS. No oil and gas drilling, or development operations, or refining, quarrying, drilling, boring or other mining operations of any kind shall be permitted upon, or in, any lot or building site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in, any lot or building site. No derrick or other structures designated for use and boring for oil or natural gas shall be erected, maintained or permitted upon any lot or building she.

- MAINTENANCE OF DRAINAGE. There shall be no interference with the established drainage pattern over any of the property within the subdivision, except as approved in writing by Appearer or the homeowners association, whichever is applicable. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern that exists at the time the streets are completed and the subdivision lots are first offered for sale. Appearer or the homeowners association, whichever is applicable, shall have the legal right and responsibility to maintain, preserve and control all drainage and water flowage along existing and future drainage easements shown on the subdivision plat. The intent of this provision is to provide for the regulation of drainage and flowage of water throughout the subdivision.
- ANTENNAE, PIPES AND UTILITY LINES. Pipes for water, gas, sewage, drainage or other purposes, and wires, poles antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure, and to the extent possible not visible from any subdivision street to the front of a residence house.
- ROADS AND STREETS. The roads and streets in and through this subdivision shall be public except as specifically designated on the Subdivision Plat.
- ESTABLISHMENT OF HOMEOWNERS ASSOCIATION. Appearer shall establish a homeowners association as a non-profit corporation and articles of incorporation for the homeowners association shall be prepared and duly filed.
- The homeowner's association shall not own, or be responsible for the maintenance, repair and/or preservation of any seawall, boat ramp, boat house, wharf, pier, boat launch and/or the like for subdivision lots that adjoin, and are adjacent to and contiguous with, Toledo Bend Reservoir, which ownership, liability and responsibility shall vest in the respective subdivision lot owner.

- FEES AND ASSESSMENTS: The owners of lots in this subdivision shall be subject to fees and assessments established by North View Homeowners Association, INC., a Louisiana non-profit corporation domiciled in Sabine Parish, the membership of which consists of the owners of lots in this subdivision and any additional phases of this subdivision developed adjacent thereto. Such fees and assessments may be enforced by filing of a statement of lien and privilege against any property failing to pay same for more than thirty (30) days after due.

C. Except as set forth in the Articles of Incorporation of the homeowners association, every person or entity who is a record owner of any lot in the subdivision shall be a member of the homeowners association. The foregoing is not intended to include persons or entities who hold an interest in a lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by this association. Ownership of such subdivision lot shall be the sole qualification of membership in the homeowners association.

D. Failure by Appearer to establish the homeowners association as set forth herein shall not abrogate or void this article which shall remain in full force and effect. The homeowners association may thereafter at any time be created upon a majority vote of the then existing lot owners. For purposes of this specific vote, each lot shall have one vote regardless of multiple lot ownership by any single lot owner or regardless of multiple owners of any individual lot. If a lot owner owns more than one lot, said owner shall have one vote for each lot that he owns.

E. SUBDIVISION ASSESSMENT. Except as otherwise provided in the Articles of Incorporation of the homeowner's association, every lot owner in this subdivision covenants and agrees to pay the assessments determined, levied and collected by a homeowners association in accordance with its articles of incorporation and/or bylaws and/or rules and regulations regarding maintenance expenses in the subdivision. All lots shall pay a prorated share of the annual subdivision assessment as of the date sold, based upon its fiscal year and initial annual assessment of \$100 per lot.

PART III. GENERAL PROVISIONS

3.01 TERM. These covenants are to run with the land and shall be binding on all of the parties and all persons claiming unto them until ten (10) years from the date of recording in the records of Sabine Parish, Louisiana, unless by a majority vote of the then existing owners of the lots located in this subdivision, it is agreed to amend the covenants in whole or in part or to terminate the covenants. After ten (10) years, these covenants shall be automatically extended by successive periods often (10) years, unless by a majority vote of the then existing owners of the lots located in this subdivision, it is agreed to amend the covenants in whole or in part or to terminate the covenants. For purposes of this vote, each lot shall have one *vote*, regardless of multiple lot ownership by any single lot owner. If a lot owner owns more than one lot, said owner shall have one vote for each lot that he owns. Any amendment or termination of these covenants shall be in writing, shall be signed by the applicable lot owner(s), shall be in the form of an authentic act as defined by Louisiana law,

and shall become effective from the date of recording in the records of Sabine Parish, Louisiana, unless a different date is designated in the amending or terminating document.

- PROXY VOTING. Proxy voting in writing by authentic act (two witnesses and a notary) shall be allowed in all election situations provided for herein.
- SEVERANCE. Invalidation of any one or more of these covenants or restrictions by Judgment, Court Order or operation of law, shall in no way affect any of the other provisions, which shall remain in full force and effect.

3.04 ENFORCEMENT. Should any of these covenants or restrictions be violated, or should any attempt be made to violate any of these covenants or restrictions contained herein, any lot owner in this subdivision and the homeowners association, acting through its officers or agents, are hereby granted the right and privilege to prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate said covenants or restrictions.

THUS DONE AND PASSED on this the ____day of____, in the presence of the undersigned Notary, and subscribing witnesses, on the day, month and year first hereinabove written, at Many, Sabine Parish, Louisiana.

WITNESSES:

APPEARER:

Print:_____

Michael Pitt

Print:_____

Nerissa Pitt

NOTARY PUBLIC