

ORC 464 P11 9924

**ACT OF RESTRICTIONS
OF
OAK HILLS PARK SUBDIVISION, FIFTH FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, a Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, duly commissioned, qualified and residing in said Parish and State, personally came and appeared:

OAK HILLS FOUR PARTNERSHIP, a Louisiana Partnership with Articles of Partnership on file and of record in the official records of East Baton Rouge Parish, State of Louisiana, at Original 220, Bundle 9810, herein represented by its Managing Partners Rick Hartley, Inc., represented by its President, Richard T. Hartley, duly authorized, and Vey Development, Inc., represented by its President, David R. Vey, duly authorized;

who, after being by me first duly sworn, did declare that it is the intention of the said Oak Hills Four Partnership, as Owner of all lots and parcels of ground, being Lots Number 140 through 171, inclusive, comprising Oak Hills Park Subdivision, Fifth Filing, which is shown and set out on a map prepared by Evans-Graves Engineers, Inc., Engineering Consultants, entitled "FINAL PLAT OF OAK HILLS PARK FIFTH FILING LOCATED IN SECTION 37, T-8-S, R-1-E, GREENSBURG LAND DISTRICT, EAST BATON ROUGE PARISH, LOUISIANA, FOR OAK HILLS FOUR PARTNERSHIP 8064 SUMMA AVE, SUITE A, BATON ROUGE, LA.", dated May 8, 1987, a copy of which map is recorded in the official records of East Baton Rouge Parish, State of Louisiana at Original 228, Bundle 9922, to establish, and it does hereby establish, certain building restrictions and conditions for the benefit of said property and properties to be binding upon and enforceable by the present or future owners of said property or properties, or any part thereof, it being the intention of Oak Hills Four Partnership to establish these restrictions and conditions as servitudes and covenants running with the land, said restrictions being set out as follows, to wit:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential uses only. No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one (1) detached single family dwelling not to exceed 2-1/2 stories in height and a private garage for not more than four (4) automobiles and not less than two (2) automobiles. All driveways must be completed upon completion of the house and must be constructed of at least four (4) inches of concrete.

2. Oak Hills Park Subdivision, Fifth Filing will be served by an underground electric distribution system, except where an overhead electric distribution system is previously existing. However, all electric service to each residence must be underground.

3. No building shall be erected, placed, or altered on any lot until a complete set of construction plans, specifications, and a plot plan showing the location of the structure to be so erected, placed, or altered has been submitted to and approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. Any building so erected, placed, or altered shall not be constructed exteriorly of imitation brick, imitation stone, or asbestos and not more than fifty (50%) per cent of the exterior, at the discretion of the Architectural Control Committee, may be trimmed in wood or similar building material. The Architectural Control Committee 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 detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

4. The minimum roof pitch shall be 7/12 unless otherwise approved by the Architectural Control Committee.

5. There shall be a minimum of one thousand eight hundred (1,800) square feet of living area in each three (3) bedroom residence, and a minimum of two thousand (2,000) square feet of living area in each four (4) bedroom residence, which shall be exclusive of open porches, garages, carports, or storage areas attached to the garage or carport. In the event that the residential structure to be erected shall contain more than one (1) story, then in that event, a minimum of twelve hundred (1,200) square feet of enclosed living area is required on the first ground floor.

6. No building shall be located on any lot nearer to the front property line than thirty (30) feet, nor nearer to the side property lines than eight (8) feet. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where in its opinion topographical features warrant such a variance or where such variance would prevent the destruction of one or more desirable trees, except that in no instance may the front or side building lines requirements be less restrictive than required by the zoning ordinance for the Parish of East Baton Rouge, State of Louisiana, for A-1 residential areas. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and accessory buildings shall not be erected closer to any sideline than five (5) feet nor nearer than ten (10) feet to the rear lot line.

7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

9. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot or lots may be resubdivided or replatted with the express written consent and permission of the Architectural Control Committee.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or in such numbers or conditions as may be offensive to other property owners in the subdivision.

11. No fence shall be erected on said lot beyond the front building setback line of that lot.

12. Should construction of a prospective residence, building, or structure not be commenced within six (6) months after approval by the Architectural Control Committee, or should construction not be completed within eighteen (18) months after approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the control of the lot owner or his contractor, such as acts of God, strikes, national calamity or similar events, then the time deadlines provided herein shall be extended by the Architectural Control Committee in proportion to the delay caused by the event.

13. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the Architectural Control Committee, and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.

14. No outside lines, outside television antennas, satellite dishes or hanging devices shall be allowed without the written consent of the Architectural Control Committee evidenced by a majority vote thereof.

15. The owner shall not paint or decorate any portion of the exterior of any buildings or improvements facing the street without first obtaining consent of the Architectural Control Committee.

16. An Architectural Control Committee composed of the following members: (1) Richard T. Hartley; (2) David R. Vey; and (3) Michael L. Clark is hereby appointed. A majority of the Committee may designate a representative to act for it in its capacity.

In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor member. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. The decision of the Architectural Control Committee shall be final and non-appealable in the event of any dispute or controversy involving the interpretation of these restrictions.

17. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said Committee or its representative. In the event the Committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after the plans and specifications have been submitted to it, as aforesaid, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. All residences built on the lots which comprise Oak Hills Park Subdivision, Fifth Filing shall face an approved street. No garage or carport shall open to any street on which the residence faces unless the garage or carport is wholly on the rear one-third of the lot. A side loading garage may be constructed on the front one-half of the lot with an approved garage door.

19. No garage apartment shall be erected or permitted on any lots.

20. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one (1) sign of no more than five (5) square feet advertising that particular property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. However, this limitation shall not apply to the developer of the subdivision during the course of its initial development.

21. No rubbish, trash, garbage, or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Committee, or its representative, may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such costs.

22. No boats, vehicles, campers, or trailers of any kind, or parts or appurtenances thereof, be kept, stored, repaired, or maintained on any street or on any lot nearer to the street than the minimum building setback line and in no event shall the same be kept, stored, repaired, or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision.

23. 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.

24. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part.

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

THUS DONE, READ, AND SIGNED at my office in Baton Rouge, Louisiana, by said appearer in the presence of the undersigned competent witnesses and me, Notary, on this 21st day of May, 1987.

WITNESSES:

OAK HILLS FOUR PARTNERSHIP

Sharon K. Pritchard
SHARON K. PRITCHARD

BY: Richard T. Hartley
RICK HARTLEY, INC. by
Richard T. Hartley

Kathy W. Brooks
KATHY W. BROOKS

BY: David R. Wey
WEY DEVELOPMENT, INC. by
David R. Wey

R. Keith Colvin
NOTARY PUBLIC
R. KEITH COLVIN
RUBIN, CURRY, COLVIN & JOSEPH
A PROFESSIONAL LAW CORPORATION
SUITE 1400, ONE AMERICAN PLACE
BATON ROUGE, LOUISIANA 70825
(504) 383-1400

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