

7/3946

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

PROTECTIVE COVENANTS
FOR
OAK HILLS PLACE

* * * * *

BEFORE ME, the undersigned authority, Notary Public, in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared,

DUMAC, INC.
LOCAL INVESTMENTS, INC.
LOCAL DEVELOPERS, INC., and
MEADOW LEA, INC.,

all Louisiana Corporations, domiciled in the Parish of East Baton Rouge, State of Louisiana, each herein represented by their duly undersigned representatives, duly authorized to act by Resolution of the Board of Directors of each Corporation, recorded in the Official records of East Baton Rouge Parish;

that DUMAC, INC., LOCAL INVESTMENTS, INC., LOCAL DEVELOPERS, INC. and MEADOW LEA, INC., are the owners and developers of one hundred forty-one (141) lots, bearing numbers one through one hundred forty-one (1-141), inclusive, which comprises all of that certain subdivision known as OAK HILLS PLACE (First Filing), located in Section 37, Township 8 South, Range 1 East, Greensburg Land District of Louisiana, a plat of which is attached hereto and made a part hereof and which said plat is paraphrased "Ne Varietur" by me, Notary, to identify the same herewith.

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The appearers further declare that they have established and do hereby establish certain building restrictions and conditions for the benefit of said property to be binding upon and enforceable by the present or future owners of said property or any part thereof. It being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

1.

No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family residence, not to exceed two stories in height, with private garage. No school shall be erected on any of said lots and no church building or assembly halls or fraternal group home shall be built or permitted on said property. No lot or lots shall be resubdivided so as to create a lot of less than 100' frontage on any lot or so as to create more building sites within the Subdivision than the number shown on the attached survey.

2.

No residence or building of any kind or improvement which comes above the ground level, or fence shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved

by the Architectural Control Committee, the composition, duties and authority of which is hereinafter defined, as to quality of workmanship, materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No exterior finish on any building shall be of concrete block, asbestos sheet siding or shingles. No fence or wall shall be erected, placed or altered on any lot until similarly approved. Approval shall be as provided in paragraph No. 8 hereof. In addition to other standards, the Architectural Control Committee may impose appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which are undesirable or which detract from the value of the dwelling, the appearance of the neighborhood, or the value of adjacent structures shall be not utilized.

3.

No residence shall be erected on any of the above lots which shall contain, exclusive of open porches, breezeways, garages and carports, less than fifteen hundred (1500) square feet for a single story residence; twelve hundred (1200) square feet on the ground floor for a two story residence.

4.

No residence, building, fence or wall of any kind shall be located on any lot nearer to the front lot line than thirty feet (30') or the building line as shown on the map attached hereto. No residence or building shall be located closer to any side street line than thirty feet (30'). No building shall be located nearer than ten feet (10') to an interior lot line, except a garage or carport attached to main dwelling must not be nearer to any interior side lot line than five feet (5'); except that minimum five foot (5') side yard line on an interior lot line and minimum ten foot (10') rear yard shall be required for a garage or permitted accessory building, if the same be located at least ninety feet (90') from the front lot line. No residence shall be located on any interior lot nearer than thirty-five (35) feet to the rear lot line. This paragraph applies to all lots, excluding, 10, 100, 137, 138 and 141. As to these lots the location of residences or buildings will be vested in the Architectural Control Committee, which will be bound only to substantially comply with the provisions of this paragraph.

5.

Servitudes have been created for the installation and maintenance of utility and drainage facilities as shown on the official plat of the subdivision.

6.

No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No structure of any kind shall be occupied in any fashion until it has been completed in accordance with the plans submitted to the Architectural Control Committee and approved by it.

7.

The Architectural Control Committee is composed of:

- a. L. W. Eaton, Triad Building, Baton Rouge, Louisiana.
- b. L. W. Collens, 1040 Main Street, Baton Rouge, Louisiana.
- c. Sam C. Dupree, 365 East Boulevard, Baton Rouge, Louisiana.
- d. Chester A. McAndrew, 1040 Main Street, Baton Rouge, Louisiana.

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A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee or restore to it any of its powers and duties.

8.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required.

9.

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 said time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part.

10.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, and these may be brought by any property owner of record or by the original subdividers, provided that the original subdividers shall not in any event owe a duty or be under an obligation to any person, firm, or corporation whomsoever to bring such a suit.

11.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

12.

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a realtor or builder to advertise the property during the construction and sale period.

13.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14.

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 they are not kept, bred or maintained for any commercial purpose.

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15.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

16.

No individual shall provide or install a method of sewerage treatment or disposal other than connections to a sanitary sewerage system, unless such system is designed, located and constructed in accordance with the requirements, conditions and recommendations of the East Baton Rouge Parish Health Unit and in no event shall the same drain into the private lake, as shown on the official map. Approval of such system, as installed, shall be obtained from the East Baton Rouge Parish Health Unit.

17.

All vacant lots shall be cut when or before weeds or grass reach a height of eight (8) inches. The Architectural Control Committee may after proper notice have the lots cut and charge actual cost thereof to lot owner.

18.

No building materials or equipment may be placed or stored on any vacant lot except in the course of construction.

19.

No building or home may be moved on any lot or lots without written approval of the Architectural Control Committee.

20.

No trees or shrubs shall be planted in the area between the curb line and the front property line.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 29th day of March, 1957.

WITNESSES:

Rose Marie King
Quella J. Sharp

DUMAC, INC.

BY: Arthur A. McQuinn

LOCAL INVESTMENTS, INC.

BY: George E. McVitt

LOCAL DEVELOPERS, INC.

BY: Samuel King

MEADOW LEA, INC.

BY: Sheila King

FILED FOR RECORD
AT 10 O'CLOCK A.M.
MAY 14 1957
Robert Wall
BY CLERK and Notary

W. D. W. [Signature]
Notary Public

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Not recorded in Book No. 1308
Folio 242 of the Conveyance
Records of the Parish of East Baton
Rouge, La. May 14
1957 at 10 o'clock A. M.

Archie H. Jones
CLERK & RECORDER

See Attached Map

Original 41

Bundle 3946

H. M. MIKE CANNON

CLERK OF COURT

EAST BATON ROUGE PARISH

BATON ROUGE, LOUISIANA