

## RESTRICTIONS AFFECTING

STATE OF LOUISIANA

## OAK HILLS PLACE, SECOND FILING

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 20<sup>th</sup> day of May, 1975, before me, the undersigned authority, Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

## HART INVESTMENT COMPANY,

a Louisiana corporation domiciled and doing business in the Parish of East Baton Rouge, State of Louisiana, represented herein by Albert H. Hart, its duly authorized President, who declared that:

Hart Investment Company is the owner of all lots of that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as OAK HILLS PLACE, SECOND FILING, which subdivision is shown in detail by a map thereof described as:

"Official Plat of Oak Hills Place, Second Filing, made by Sam G. Dupree, Civil Engineer, on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

Appearer declared that it has established and does hereby establish certain building restrictions and conditions for the benefit of all of the lots of said Oak Hills Place, Second Filing, to be binding upon and enforceable by the present or future owners of said property, or any part thereof. It is the intention of the appearer to establish these restrictions as servitudes and covenants running with the land.

The residential area restrictions set forth hereinafter in their entirety shall apply to all lots in said subdivision.

1. All of the lots contained in this subdivision are hereby designated as residential, and they shall be used for none other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height with usual and appropriate outbuildings and a private garage and/or carport designated to house no fewer than two (2) nor more than three (3) automobiles. The owner of any two adjoining lots having frontage on the same street may erect a residence on said two lots, which shall be considered for the purpose of these restrictions as one building lot. No lot or lots shall be sold except with the description shown on the official plat of the subdivision except as outlined hereinabove. No school, church or assembly hall shall be built or permitted on any lots of said subdivision.

2. This filing of the subdivision will be served by an underground electric distribution system. The type of service supplied will be alternating current at approximately 60 cycles per second, single phase, three wire, 120/240 volts, and metered at 240 volts. Any purchaser of lots in Oak Hills Place, Second Filing, understands and agrees that only underground electric service at 120/240 volts, single phase, three wire, will be available, and the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of the utilities company.

3. The minimum requirements for residential structures are set out as follows:

(a) For single story residences, Seventeen Hundred (1,700) square feet of heated living area. The minimum requirements for the horizontal roof shall be Nineteen Hundred and Fifty (1,950) square feet.

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(b) For one and one-half story or two or two and one-half story residences, shall contain no less than Eighteen Hundred (1,800) square feet total of heated living area with a minimum of one thousand three hundred (1,300) square feet of heated living area on the ground floor, the minimum roof area shall be one thousand six hundred (1,600) square feet.

In determining the "living area" open porches, screened porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and carports shall not be included.

4. Building set-back lines from any street shall be as shown on the subdivision map. In other cases, the following rules shall apply:

a) No building shall be located on any lot nearer to the side property line than ten (10) feet.

b) Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than ten (10) feet.

c) Detached garages and/or accessory buildings shall not be erected closer than three (3) feet to any side line nor nearer than ten (10) feet to the rear lot line.

A maximum building set-back line of fifty (50) feet is hereby established. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

5. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on map of record, are dedicated to the perpetual use of the public for such purposes.

6. No commercial business or noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on the same lots.

7. No sign of any kind shall be displayed to the public view on any lot except one sign of no more than five (5) square feet advertising this 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, the limitation shall not apply to the developer of the subdivision.

8. 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 lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No house trailers, buses, commercial vehicles or trucks shall be kept, stored, repaired, or maintained on any lot, servitude or right of way, in any manner which would detract from the appearance of the subdivision. No structure of any temporary character, trailer, basement, tent, shack, barn, or other out-building shall be allowed on any lot for a prolonged period of time so as to distract from the appearance of the subdivision. No garage apartments shall be erected or permitted on any lots.

10. 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. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non commercial purposes.

11. No livestock, animals 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 purposes.

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12. No buildings or structure shall be constructed using imitation brick, imitation stone or asbestos on the exterior. Residences shall be constructed with exteriors of masonry, red wood, cypress, or cedar. Residences proposed to be constructed with exteriors of material other than those above are subject to disapproval by the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.

13. Construction period of any home must be limited to twelve (12) months from date of building permit.

14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee, names and addresses are more specifically set out below, as to 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, no any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.

15. The Architectural Control Committee's approval or disapproval as required of these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, 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 covenant shall be deemed to have been fully complied with. The Architectural Control Committee shall be composed of:

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William A. Hart	1025 Baird Drive	Baton Rouge, Louisiana
W. Ted Miller	834 Rodney Drive	Baton Rouge, Louisiana
Albert H. Hart, Sr.	884 Hart Drive	Baton Rouge, Louisiana.

16. 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, may in its discretion, cause the lot(s) to be mowed, and owner of such lot(s) shall be obligated to pay the cost of such mowing.

17. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots will have been recorded, agreeing to change said covenants in whole or in part.

18. 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 shall remain in full force and effect.

THUS DONE AND SIGNED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presnece of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

HART INVESTMENT COMPANY

Kenn Stockslager

BY: Albert H. Hart  
Albert H. Hart, President

Mary E. Cotton

[Signature]  
NOTARY PUBLIC

FILED FOR RECORD

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