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SUBDIVISION RESTRICTIONS

WOODLAND RIDGE PARK SUBDIVISION

SECOND FILING

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this 15 day of April, 1976,
BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge,
State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

HARWOOD, INC., a Louisiana corporation, domiciled in the Parish of East Baton Rouge, State of Louisiana, herein represented by its duly authorized officer, who declared:

That it is the owner of LOTS EIGHTY-NINE(89) through ONE HUNDRED FORTY-TWO(142), both inclusive, in that subdivision of the Parish of East Baton Rouge, State of Louisiana, known as WOODLAND RIDGE PARK SUBDIVISION, SECOND FILING, which subdivision is shown in detail by a map thereof described as:

Final Plat of WOODLAND RIDGE PARK SUBDIVISION, SECOND FILING, Located in Section 52, T-7-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana, for HARWOOD, INC.

a copy of which is being filed for record in the office of the Clerk and Recorder of the Parish of East Baton Rouge, State of Louisiana, as Original $\frac{51}{9}$, Bundle $\frac{9140}{1}$.

Appearer further declared that it has established and does hereby establish certain building, and other, restrictions and conditions for the benefit of all of the lots hereinabove referred to in said subdivision, WOODLAND RIDGE PARK SUBDIVISION, SECOND FILING, to be binding upon 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 Part A shall apply in their entirety to all lots in said subdivision.

PART A. RESIDENTIAL AREA RESTRICTIONS

- 1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three, nor less than one cars.
- 2. ARCHITECTUAL CONTROL. No building shall be erected, placed, or altered on any lot until two(2) copies of the construction plans and specifications and a plan showing the location of the structure on a lot have been approved by the Architectual Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback lines unless similarly approved. Approval shall be as provided in Part B.
- 3. <u>DWELLING COSTS, QUALITY AND SIZE.</u> No dwelling shall be permitted on any lot at a cost of less than SIXTY THOUSAND & no/100 (\$60,000.00) DOLLARS, including lot costs, based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum permitted dwelling size.

 The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:
 - A. For Lots (89) through (101), both inclusive, and Lots (129) through (142), both inclusive:
 - (1) For single-story residences, 2,200 square feet;
 - (2) For two-story residences, 1,400 square feet on the ground floor, with 2,400 square feet total.
 - B. For all remaining lots:
 - (1) For single-story residences, 2,400 square feet;
 - (2) For two-story residences, 1,600 square feet on the ground floor, with 2,600 square feet total.
 - 4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line than thirty(30') feet, nor nearer to the side property line than eight(8') feet. It is expressly stipulated that no house will be located on exactly the same setback line as any house on any of the adjacent or adjoining lots, the intent of this statement being to stagger the locations of the house slabs. All corner lots have a fifteen (15') foot setback on the side street. Carports may be attached to the main dwelling. The maximum building setback line of fifty(50') feet is hereby established. For the

purposes of this covenant, eaves, steps, and open porches shall not be considered part of the buildings, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach on another lot.

- 5. LOT AREA. The lots with the dimensions shown on the recorded plat may not be resubdivided, provided, however, that this shall not be construed to prohibit the use of more than one lot as a building site.
- 6. <u>SERVITUDES.</u> Servitudes for the installation and mainenance of utilities, streets, and other matters are reserved as shown on the recorded plat.
- 7. <u>FENCES AND MAILBOXES.</u> Fences and mailboxes shall not be erected without prior approval of the Architectual Control Committee as to size, location, and type of material used.
- 8. NUISANCES. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.
 - 9. <u>TEMPORARY STRUCTURES.</u> No temporary structure, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
 - 10. LIVESTOCK. No livestock shall be kept on the premises.
 - 11. GARAGE APARTMENTS. No garage apartments shall be erected on any lot.
 - 12. <u>SEWERAGE DISPOSAL.</u> No building shall be used as a residence unless public sewerage, or a community sewerage system that meets all requirements of the State and Parish Boards of Health is installed.
 - 13. COMPLETION AND EXTERIOR MATERIALS. No building shall be occupied or used as a dwelling before the exterior has been finished. Wood, when used on the exterior, shall not be considered a finished material until it is covered with paint, varnish, or stain. Felt, asphalt shingles, paper, roll siding, imitation brick siding, and stone marked asphalt siding shall not be used as an exterior finish material. All building materials located on individual house sites shall be maintained in a neat and orderly fashion during construction. Scrap material shall be removed by the first of each month, in order to maintain the neat and orderly appearance of the lot referred to above. Any house completed and placed on the market for sale after October 1, 1974 shall be seeded with some form of permanent ground cover.

PART B. ARCHITECTURAL CONTROL COMMITTEE

- The Architectural Control Committee is composed MEMBERSHIP. of Frank H. Leonard and Martha Bahin Hootsell Leonard, both of Baton Rouge, Louisiana, each member to serve for five(5) years from date of recordation of these restrictions. Any member of the Committee may designate a representative to act for him or her. In the event of the 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 any designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots in this subdivision shall have the power to change, by a duly recorded written instrument, the membership of the Committee, or to withdraw from the Committee, or to restore to it, any of its powers and duties. An affirmative vote of the owners of a majority of the lots in the subdivision shall be necessary for any such action.
- 2. PROCEDURE. The approval, or disapproval, of the Committee, as required in these covenants, shall be in writing. Either member of the Committee may sign such a writing. In the event that the Committee, or its designated representative, fails to approve or disapprove within thirty(30) days after plans, specifications and other required information have been submitted to it, or in the event that 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.
 - 3. <u>BEAUTIFICATION</u>. The Architectural Control Committee shall have authority to render assessments equally distributed among homeowners in the subdivision for the purpose of maintenance of existing facilities and beautification of common boulevards and entrances.

GENERAL PROVISIONS

1. TERM. These restrictions or covenants are to run with the land, and shall be binding upon 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, unless an instrument signed by a majority of the then record owners of the lots has been recorded, agreeing to change the said covenants in whole, or in part.

- 2. ENFORCEMENT. Enforcement shall be by way of proceedings of law or in equity against any person or persons violating, or attempting to violate, any covenant, either to restrain violation, or to recover damages. Any action resulting from any violation, or attempted violation, of these covenants, shall obligate the violator, or violators, to pay all costs of court, and all attorneys' fees, arising out of any action to enforce this covenant.
- 3. <u>SEVERABILITY</u>. Invalidation of any one of these covenants by judgment of a Court of law shall in no wise affect any of the other provisions of this covenant, which shall remain in full force and effect.
- 4. AMENDMENTS TO THIS COVENANT: HARWOOD, INC. shall retain the sole power to amend these restrictions until such time as all of the lots in the subdivision have been sold. After the last lot has been sold, the power to amend these restrictions shall vest in the owners of the majority of the lots, as shall appear from the public record.

THUS DONE AND SIGNED by appearer on this 150 day of April,

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Witness:

HARWOOD, LINC.

Don's d. Jucker By:

ank H. Leonard, President

Shile Brawley

Mari McNeill, Ly Motary Public

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