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SUBDIVISION RESTRICTIONS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public in and for the aforesaid State and Parish, personally came and appeared Kenneth C. Owens, who, after being duly sworn, declared:

He is the owner of LOTS ONE HUNDRED FORTY (140) THROUGH ONE HUNDRED SEVENTY-TWO (172), both inclusive, WOODLAND RIDGE SUBDIVISION, FOURTH FILING, situated in East Baton Rouge Parish, Louisiana, as shown on the official plan of Woodland Ridge Subdivision, Fourth 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, Louisiana.

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Appearer hereby establishes the following protective covenants and restrictions affecting all of the above-referred-to lots in Woodland Ridge Subdivision, Fourth Filing, which protective covenants and restrictions shall run with the land and shall be in favor of each and all of the lots in Woodland Ridge Subdivision, Fourth Filing, and shall be binding upon the purchaser, owner or occupant of any of the property above described, their heirs and assigns. The following restrictions on said lots are hereby established:

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 or carport, or both, designed to house no fewer than two (2) nor more than four (4) 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. None of the lots shall be used for a school, church, assembly hall or fraternal group home.
2. This filing of the subdivision will be served by an underground electric distribution except where the elevation of the ground is such that underground electric facilities would be impractical or dangerous in the opinion of the utility company serving the subdivision. 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 Woodland Ridge Subdivision 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 area of residential structures shall be as follows:

- (a) A single-story residence shall contain no less than two thousand (2000) square feet of living area.
- (b) A one and one-half story, or two, or two and one-half story residence shall contain no less than fourteen hundred (1400) square feet of living area on the ground floor.

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.

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4. No buildings (and this includes carports and detached covered structures) shall be located on any lot nearer to the front lot line than thirty-five (35) feet, nor nearer to the side property line than eight (8) feet. Carports, or garages, may be attached to the main dwelling provided that they are not nearer than eight (8) feet to the side property line. The maximum building setback line shall not be greater than fifty-five (55) feet. Garages and other permanent accessory buildings located on the rear one-third (1/3) of the lot may be located as near as five (5) feet from the sideline and seven and five tenths (7.5) feet from the rear line. Eaves on such buildings shall not extend over the property line. 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. No garage or carport shall open to any side street unless it is no closer to the street than seventy (70) feet. The Architectural Control Committee will review all plans with the idea of maintaining a minimum of five (5) feet variance of front lines of adjacent houses and may require such a variance. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where, in the Committee's 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 line requirements be less restrictive than required by the present zoning ordinance for the Parish of East Baton Rouge in A-1 areas.
5. Any residence built on Lot 163 shall face Deerpath Way, as shown on the official recorded subdivision plat of Woodland Ridge Subdivision, Fourth Filing; and any residence built on Lot 167 shall face Tall Timbers Road as shown on the official recorded subdivision plat of Woodland Ridge Subdivision Fourth Filing.
6. 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.
7. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered or permitted on any lot(s) unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure will have been approved in writing by the Architectural Control Committee as to harmony of exterior design with existing structures, and 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 line unless similarly approved. Should construction of a house or any other structure not be commenced within six months after approval by the Committee, or should construction not be completed within eighteen months after approval, then approval shall be automatically withdrawn. The Committee may grant extensions of the approval from time to time for good cause. Should construction not commence or be completed for reasons beyond 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

Committee in proportion to the delay caused by the event. Any property owner in the subdivision may compel the removal of any house not completed as provided herein. As used in this covenant, the word "approval" shall in addition to its usual meaning also include failure to approve or disapprove within thirty (30) days after plans and specifications shall have been submitted to the Committee.

8. No building or structure shall be constructed of imitation brick, imitation stone or asbestos on the exterior; and said 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 dwelling itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.
9. The Architectural Control Committee referred to in these Restrictions shall be composed of:

Kenneth C. Owens

10668 Cal Road
Baton Rouge, Louisiana

L. D. Kelleher

1338 Oakley Drive
Baton Rouge, Louisiana

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A majority of the Committee may designate a representative to act for it. 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 its designated representative shall be entitled to any compensation for services performed in connection with the administration of this covenant. At any time the then recorded owners of a majority of the lots shall have the right and privilege, by executing and recording in the office of the Clerk and Recorder of the Parish of East Baton Rouge an appropriate written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

10. 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 will have been submitted to it or, in any event, if no suit to enjoin the construction will have been commenced prior to the completion thereof, the Committee's approval will not be required, and covenants 7 and 8 and the setback variation requirement of covenant 4 shall be deemed to have been fully complied with. The failure of the Committee to approve or disapprove within the 30-day period shall not prevent a suit to enjoin or to reduce a violation of any other covenant herein.
11. No garage apartment shall be erected or permitted on any lots. However, garages with living quarters may be erected for occupancy by servants domestic to the family residence on such lot, but for no other purposes may a garage be used as living quarters.
12. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence, either temporarily or permanently.
13. No commercial business or noxious or offensive trade or activity shall be conducted on any lots, 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 or offices, or both, on any lots for the construction of houses on other lots.

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14. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, 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, this limitation shall not apply to the developer of the subdivision.
 15. 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 structures designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 16. 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 purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision.
 17. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from a street and is kept free of obnoxious odor and insects.
 18. 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 the owner of such lot(s) shall be obligated to pay the cost of such mowing.
 19. No boats, vehicles, campers or trailers of any kind or parts or appurtenances of any boats, vehicles, campers or trailers shall be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the minimum building setback line, nor shall they be kept, stored, repaired or maintained on any lot behind the minimum building setback line in any manner which would detract from the appearance of the subdivision.
 20. 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 farming or gardening purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
 21. 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 unless an instrument signed by a majority of the then owners of the lots will have been recorded agreeing to change said covenants in whole or in part.
 22. 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 at my office in the City of Baton Rouge,
Louisiana, this 8th day of June, 1973, after due reading of
the whole.

WITNESSES:

Bertha Martin

Jeanne Baker

Kenneth C. Owens
KENNETH C. OWENS

Donald E. Bradford
Notary Public

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Melvin M. Engelhorn