

FILE 44-8824

BUILDING RESTRICTIONS

WOODLAND RIDGE PARK SUBDIVISION

FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 15th day of July, 1974, 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;

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 ONE (1) through EIGHTY-EIGHT (88), inclusively, situated in that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as WOODLAND RIDGE PARK SUBDIVISION, FIRST FILING, which subdivision is shown in detail by a map thereof described as:

Final Plat of Woodland Ridge Park, First Filing,  
Located in Sections 20 and 52, T-7-S, R-2-E,  
Greensburg Land District, East Baton Rouge Parish,  
Louisiana for Harwood, Inc.

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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 57, Bundle 8821.

Appearer further declared that it has established and does hereby establish certain building restrictions and conditions for the benefit of all of the lots hereinabove referred to in said subdivision, Woodland Ridge Park Subdivision, First 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 in their entirety shall apply 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 two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on a lot have been 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. 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.

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3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) 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:

- (1) for single-story residents, 2,000 square feet;
- (2) for two-story residents, 1,200 square feet on ground floor, with a 2,200 foot 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 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 upon 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. SERVITUDES. Servitudes for installation and maintenance of utilities, streets, and other matters are reserved as shown on the recorded plat.

7. FENCES AND MAILBOXES. Fences and mailboxes shall not be erected without prior approval of the Architectural Control Committee as to size, location and type of material used.

8. NUISANCES. No noxious or offensive activity 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. TEMPORARY STRUCTURES. 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. SEWERAGE DISPOSAL. 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 lot appearance 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

1. MEMBERSHIP. The Architectural Control Committee is composed of Frank H. Leonard, Martha Bahin Hootsell Leonard, and Mark Washauer, all of Baton Rouge, Louisiana, each member serving a five year term. Any two members of the committee may designate a representative to act for them. 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 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 shall have the power to change, by a duly recorded written instrument, the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. A majority vote shall be necessary for any decision of the Architectural Control Committee.

2. PROCEDURE. 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, specifications and other information 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 covenants shall be deemed to have been fully complied with.

3. BEAUTIFICATION. 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.

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PART C. 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 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be 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 to enforce alleged violation shall result in the violators paying of all attorney's fees and court costs arising in connection with the action.

3. SEVERABILITY. Invalidatation 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.

THUS DONE AND SIGNED by appearer in my notarial office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with appearer and me, Notary, on the day and date hereinabove set forth.

FILED FOR RECORD

WITNESSES:

JUL 31 9 36 AM '74 HARWOOD, INC.

*Lillian P. Alexander*  
Lillian P. Alexander  
FRANK H. LEONARD, President

*Terril M. Butts*  
Terril M. Butts

*F. Randall Garrett*  
F. RANDALL GARRETT  
NOTARY PUBLIC