

C

ORIG 47 BndI 7973

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

RESTRICTIONS AND COVENANTS

BEFORE ME, the undersigned Notary Public, personally came and appeared

-----DONALD R. WATTS-----

President of WATTS BROTHERS BUILDERS, INC., he being duly authorized to represent the corporation, who declared:

That Watts Brothers Builders, Inc., is the owner of Lots 102 through 139, inclusive, Woodland Ridge Subdivision, Third Filing, situated in East Baton Rouge Parish, Louisiana, as shown on the official plan of Woodland Ridge Subdivision, Third Filing, made by A. Duane McRae, Consulting Engineer, dated April 15, 1972, on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

279

2227

Appearer, on behalf of Watts Brothers Builders, Inc., does hereby establish the following protective covenants and restrictions affecting all of the above mentioned lots in said Woodland Ridge Subdivision, Third Filing, which protective covenants and restrictions shall run with the land and shall be in favor of the Woodland Ridge Highmeadow Council, Watts Brothers Builders, Inc., and any one or more of the other owners of lots in the subdivision, and shall be binding upon the purchaser, owner or occupant of any of the property above described, his heirs and assigns, the restrictions to be as follows:

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 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. No lot or lots shall be sold except by the description shown on the official plat of the subdivision; provided, however, that any lot or lots may be resubdivided or replatted with the written consent of the Woodland Ridge Highmeadow Council (hereinafter constituted). No school, church, assembly hall or fraternal group home 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 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 nineteen hundred (1900) square feet of living area.
  - (b) A one and one-half story, or two story, 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.

- 280
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 5/10 (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 1/3 of the lot. Garages or carports may open to any side street in the 3rd filing. The Woodland Ridge Highmeadow Council 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 Woodland Ridge Highmeadow Council shall have the authority to vary the front and side building line requirements in cases where in the Council'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. Residences built on Lots 102 through 117, and Lots 121 through 137, shall face W. Highmeadow Court; residences built on Lots 138 and 139 shall face N. Highmeadow Court; and residences built on Lots 118, 119 and 120 shall face S. Highmeadow Court. There shall be no driveway from any lot (particularly lots 137, 138 and 139) to Harrell's Ferry Road, and no access to Harrell's Ferry Road except by way of the subdivision streets.
6. Servitudes and rights of way for the installations and maintenance of utilities and drainage facilities, as shown on said map of the Third Filing, are dedicated to the perpetual use of the public for such purposes.
7. 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.
8. No building or structure shall be constructed of imitation brick, imitation stone or asbestos on the exterior; and said Council, or an Architectural Committee appointed by it, may impose other appropriate and reasonable standards for exterior finishes and materials

so that such finishes and materials as 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 Woodland Ridge Highmeadow Council shall be composed of:

Donald R. Watts	2444 Woodland Ridge Boulevard Baton Rouge, Louisiana
Milton J. Watts	2851 Woodland Ridge Boulevard Baton Rouge, Louisiana

The Council may designate a representative to act for it. In the event of the death or resignation of any member of the Council, the remaining member shall have full authority to designate a successor. Neither the members of the Council nor its designated representative shall be entitled to any compensation for services performed in connection with the administration of its functions. At any time, the then owners of record 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 Council or to withdraw from the Council, or restore to it, any of its powers and duties.

281

10. The Council's approval or disapproval as required in these covenants shall be in writing. In the event the Council 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 commenced prior to the completion thereof, the Council'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 Council 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 purpose 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; however, 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 other lots.
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.

- 282
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 wastes. 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, Council 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. Every owner of a lot in the Third Filing of Woodland Ridge Subdivision will automatically become a member of and subject to the regulations of Woodland Ridge Improvement and Garden Club Corporation, which corporation will have the specific right, upon the vote of a majority of the members, to levy and collect from each lot owner an annual assessment not to exceed three (3) mills per square foot of lot area on improved lots with a residence thereon, and two (2) mills on unimproved lots, the revenue from which will be used for such purposes as will, in the opinion of a majority of the members, benefit the residents and property owners in Woodland Ridge Subdivision. Such purposes may include lighting, garbage collection, maintenance of neutral grounds and unimproved lots, police services, and any other services generally undertaken or furnished by such private associations of property owners. No assessment shall be made or levied upon lots in the Third Filing to cover any period earlier than July 1, 1973.
  22. 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.

23. 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 PASSED before me, Notary, in my office in the City of Baton Rouge, Louisiana, this 1<sup>st</sup> day of June, 1972, in the presence of the undersigned witnesses.

WITNESSES:

WATTS BROTHERS BUILDERS, INC.

Joyce Elizabeth Blanc

BY: Donald R. Watts  
Donald R. Watts, President

Linda Germany

Robert W. Hodges  
NOTARY PUBLIC

283

FILED FOR RECORD

JUN 2 10 51 AM '72

RECORDED PCH E. B. R.  
CON BK 2237 FOL 279  
MTO. BK \_\_\_\_\_ FOL \_\_\_\_\_  
Margaret S. ...  
DEPUTY CLERK OF COURT & RECORDER