

ACT OF RESTRICTIONS  
OF  
HIGHLAND MEADOW SUBDIVISION

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, duly commissioned and qualified, personally came and appeared:

GREG DUPRE-BUILDER, INC., a corporation organized and existing under the laws of the State of Louisiana, herein represented by its President, Gregory J. Dupre, duly authorized; and  
GREGORY J. DUPRE AND JEANNE DENISE DOZIER DUPRE, residents of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, married to and living with each other; and  
JAMES WILLIAM CROMWELL AND SUE ANDERSON CROMWELL, residents of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, married to and living with each other; and  
TED FINLEY CROMWELL AND BARBARA ANN JOFFRION CROMWELL, residents of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, married to and living with each other;

Who, after being duly sworn, did declare that:

GREG DUPRE-BUILDER, INC., is the owner of Lots numbered One through Nine (1-9), inclusive; and TED FINLEY CROMWELL and BARBARA ANN JOFFRION CROMWELL are the owners of Lot Ten (10); said Lots One Through Ten (1-10), inclusive, comprising Highland Meadow Subdivision, located in East Baton Rouge Parish, Louisiana, said subdivision as shown and set out on a map prepared by Ferris & Associates Engineering, Inc., Engineering Consultants, entitled "The Final Plat of Highland Meadow, Located in Section 65, T-8-S, R-1-E, Greensburg Land District, East Baton Rouge Parish, Louisiana. For Greg Dupre, Builder", date the 13<sup>th</sup> day of April, 1989, a copy of said map being recorded in the official records of East Baton Rouge Parish, State of Louisiana, as Original 623, Bundle 10072.

Appearers do hereby establish the following protective covenants and restrictions affecting Lots One through Ten (1-10), all inclusive, and shall be binding upon purchaser, owner, or occupant of any of the property hereinabove described, their respective heirs and assigns, said restrictions to be as follows:

All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential uses only. No building shall be erected, altered, placed, or permitted to remain on any of said lots other than one (1) single family dwelling not to exceed 2 ½ stories in height and a private garage or carport for not more than three (3) automobiles and not less than two (2) automobiles. All driveways must be completed upon completion of the house and must be constructed of at least four (4) inches of concrete.

No building shall be erected, placed or altered on any lot until a complete set of construction plans, specifications and a plot plan showing the location of the structure to be so erected, placed or altered has been submitted to and approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with existing structured and as to location with respect to topography and finish grade elevation. Any building so erected, placed or altered shall not be more than fifty (50%) percent of the exterior, at the discretion of the Architectural Control Committee, may be trimmed in wood or similar building material. All exterior bricks shall be used brick. All wood finishes shall be cypress, cedar or redwood. The 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 building or structure itself or the surround properties, the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

There shall be a minimum of one thousand seven hundred fifty (1,750) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports, or storage areas attached to the garage or carport. In the event that the residential structure to be erected shall contain more than one (1) story, then, in that event, a minimum of one thousand (1,000) square feet of enclosed living area is required on the first ground floor.

No building shall be located on any lot nearer to the front property line than that shown for each individual lot on the recorded plat, nor nearer to the side property lines than eight (8) feet. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where, in its 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 zoning ordinance for the Parish of East Baton Rouge, State of Louisiana, for A-1 residential areas. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and accessory buildings shall not be erected closer to any sideline than four (4) feet nor nearer than fifteen (15) feet to the rear lot line.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All individual utility tie-ins must be located underground. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be

done thereon which may become an annoyance or nuisance to the neighborhood. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. Notwithstanding this prohibition to the resubdivision of lots, any lot or lots may not be resubdivided or replatted without the expressed written consent and permission of the Architectural Control Committee.

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 that they are not kept, bred or maintained for any commercial purpose or in such numbers or conditions as may be offensive to other property owners in the subdivision.

No fences shall be erected on said lot beyond the front building setback line of that lot. Should construction of a prospective resident, building or structure not be commenced within six (6) months after approval by the Architectural Control Committee, or should construction not be completed within eighteen (18) months after approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the control of the lot owner or his contractor, such as acts of God, strikes, national calamity or similar events, then the time deadline provided herein shall be extended by the Architectural Control Committee in proportion to the delay caused by the event.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No detached structure may be constructed without first having been approved by the Architectural Control Committee, and any such building must conform in every respect, including materials, with the exterior construction of the resident constructed on that same lot.

No outside lines, outside television antennas, satellite dishes, or hanging devices shall be allowed without the written consent of the Architectural Control Committee.

Prior to beginning construction of any structure, the proposed builder shall submit two (2) sets of plans, including plot plan, for approval by the Architectural Control Committee.

One set will be retained by the Committee. The Architectural Control Committee shall normally consist of three members although the initial committee shall consist of the following: 1) Greg Dupre, Chairman; 2) Doug Johns and 3) Ted Cromwell. The Committee may in the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor member. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. The decision of the Architectural Control Committee shall be final and non-appealable in the event of any dispute or controversy involving the interpretation of these restrictions.

Exposed metal fireplace chimneys shall not be allowed. Chimney chases of brick or stucco finish shall be acceptable. Mailboxes at street shall be approved by the Architectural Control Committee before installation.

The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said Committee or its representative. In the event that the Committee, or its designated representative fails to approve or disapprove, within thirty (30) days of the plans having been submitted to the Committee, as aforesaid, in writing, or in the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Any waiver of Baton Rouge City Parish zoning requirements must first be approved by the Architectural Control Committee.

Residences build on Lots 2 through 10 shall face onto Rue Cache'. No garage or carport shall open to Rue Cache' Court unless the garage or carport is wholly on the rear one-third of the lot. All garages must have an approved garage door and be equipped with an automatic garage door opener. A side loading garage may be constructed on the front one-half of the lot with an approved garage door.

No garage apartment shall be erected or permitted on any lots.

No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one (1) sign of not more than five (5) square feet advertising that particular 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 during the course of its initial development.

No rubbish, trash, garbage or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. 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 or its representative, may, at its discretion, cause the lot to be mowed and may demand and sue for reimbursement for such costs from the respective lot owner.

No boats, vehicles, campers or trailers of any kind or parts or appurtenances thereof, may be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the minimum building setback line and in no event shall the same be kept, stored, repaired, or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision.

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.

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 covenant shall be automatically extended for successive periods of ten (10) years each. However, they may be amended by a majority vote of the lot owners of the subdivision with each lot having one (1) vote. Invalidation of any of these covenants by judgment or court order will in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.

If the owner of any lot in Highland meadow Subdivision shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any of the said lots to prosecute in a proceeding at law against the person or persons violating or attempting to violate any such stipulation or restriction, either to prevent him or them from so doing or to recover damages or other dues for such violations, and to recover costs and attorney fees for such proceedings.

**HOMEOWNER'S ASSOCIATION:**

**Organization:** A Homeowner's Association shall be formed by the lot owners when 60% of all lots, whether proposed or developed are sold to Owners.

**Membership:** Every Owner of a lot shall be a member of the Homeowner's Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. All owners, including Appearers, shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**Responsibilities:** It will be the responsibility of the Association to:

Elect officers to conduct the affairs of the association.

Enforce any covenant or restriction herein contained.

To serve and represent the Owners in any public matter or public hearing affecting the subdivision.

To act in any other capacity or matter in which the majority of the Owners vote.

To levy and collect assessments and/or dues established by an affirmative vote of a majority of the votes of the total membership as indicated hereinabove in Section 26, (b), 1.

**Effect of Non-Payment of Assessment:** The Personal Obligation of the Owner, The Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, person representatives and assigns. The person obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same.

THUS DONE, READ AND SIGNED at my office in Baton Rouge, Louisiana by said appearers in the presence of the undersigned competent witnesses and me, Notary, on this 3<sup>rd</sup> day of May, 1989.

WITNESSES: Julie ??, Connie C. Adkins

SIGNED BY: Gregory J Dupre, President for GREG DUPRE-BUILDERS, INC., and Jeanne Denise Dozier. There are blanks for the following to sign, but they did not sign: James William Cromwell, Sue Anderson Cromwell, Ted Finley Cromwell.