

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before the undersigned authorities, and in the presence of the two subscribing witnesses, personally came and appeared, respectively, ALTON L. LEA, married to Ruth Chaney, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, and JOHN W. WHITTY, married to Sadie Kimbro, a resident of lawful age of the Parish of Orleans, State of Louisiana, who, each and severally, declared as follows:

That Appearer, John W. Whitty, is the owner of Lot Number Sixty-Five (65), and appearer, Alton L. Lea, is the owner of all remaining lots of that subdivision of East Baton Rouge Parish, Louisiana known as LAUREL LEA, which Subdivision is shown in detail by a map thereof described as:

Map of Laurel-Lea Subdivision from a Subdivision of the remaining 60.79 acres of the Kimbro Tract located in Section 66, Township 8 South, Range 1 East, Greensburg Land District of Louisiana for Alton L. Lea, dated June 22nd, 1953, prepared by Toxie Craft, Civil Engineer and Surveyor,

a copy of which is attached hereto, made a part hereof, and paraphed for identification herewith.

Appearer declares that he has established and does hereby establish certain building restrictions and conditions for the benefit of all of the lots of said Laurel Lea Subdivision, to be binding upon and enforceable by 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 except Lots Numbers One (1), Two (2), Three (3), and Sixty-six (66) of 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 cars.

Notwithstanding any provision hereinabove set forth, a church or churches may be constructed on Lots No. 74, 75, 90, and 91, or any part thereof.

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 the 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 set back line unless similarly approved. Approval shall be as provided in Part C.
3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Eight Thousand Dollars (\$8,000.00) 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 a 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 cost stated herein for 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 residence with two bedrooms, 750 square feet
 - (2) For single-story residence with three or more bedrooms, 900 square feet
 - (3) For two-story residence, 700 square feet.
4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line than fifty (50) feet nor nearer to the side property line than ten (10) feet. Car ports may be attached to the main dwelling. The maximum building set back line of seventy-five feet is hereby established. For the purposes of this covenant, eaves, steps and open porches shall not be considered part of 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. 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.
8. 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.
9. LIVESTOCK. No livestock shall be kept on the premises except chickens for personal home use, horses and pets.
10. GARAGE APARTMENTS. No garage apartments shall be erected on any lot or used thereon except as a residence for domestic servants to the occupants of the main residential premises.
11. SEWERAGE DISPOSAL. No building shall be used as a residence unless and until there has been constructed such a sewerage disposal plant or septic tank as will meet the requirements of the State and Parish Boards of Health.
12. 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, paper, roll siding, imitation brick siding and stone marked asphalt siding shall not be used as an exterior finish material.

PART B. – BUSINESS AREA RESTRICTIONS

1. LIMITED USE. No tourist court, gambling establishment, barrooms, saloons, or other establishment intended primarily for the retail sale of malt, spirituous or vinous liquors, shall be constructed, operated, or permitted to remain on these premises. This is not intended to prohibit the sale of said

liquors in restaurants or in any other establishments where the sale of said liquors is secondary to the principal purpose of the establishment.

2. JUNK YARDS. No junk yard shall be operated, conducted, or maintained on these lots, and the same shall not be used to store, keep or maintain wrecked or abandoned motor vehicles or machinery of any kind, unless wholly enclosed within a building or buildings therein.
3. PARKING FACILITIES. No building intended for commercial use shall be erected, operated, or permitted to remain on any of these lots unless off-street parking facilities for customers' cars are provided to the minimum extent of twice the square foot area of the building floor space, said parking to be designed for convenient customer access and paved with concrete or other durable, permanent paving construction. Plans and specifications for any buildings and parking areas and type of business must receive the written approval of the architectural control committee in accordance with the provisions herein. Approval of plans and type of business shall be as provided in Part C.
4. NUISANCES. No other noxious, insanitary, unsightly or unusually noisy business, trade or occupation shall be conducted or operated on these lots nor shall any other business which might be considered a nuisance be conducted or operated thereon.
5. SEWERAGE. Sanitary sewerage approved by the Parish and State Boards of Health shall be used by all business establishments.
6. BUSINESS AREA. The business area includes Lots Numbers One (1), Two (2), Three(3) and Sixty-six(66). Nothing herein contained shall be construed as prohibiting the use of these sites for residential purposes, but if so used for residential purposes, they shall be subject to the general residential restrictions applicable to a residence in this subdivision.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of Alton L. Lea, 655 Cornell Avenue, Baton Rouge, Louisiana; W. D McCants, Jr., 114 N. 11th Street, Baton Rouge, Louisiana; and Moses A. Lea, 206 West Roosevelt Street, Baton Rouge, Louisiana. The majority of the committee may designate a representative to act for it. In the event of death or resignation of any

member of the committee, the remaining member 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 pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power to a duly recorded 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.

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 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.

PART D. 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 said covenants in whole or in part.
2. **ENFORCEMENT.** Enforcement shall be by 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.
3. **SEVERABILITY.** Invalidation 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.

THIS DONE AND SIGNED by appearer, Alton L. Lea, in my office at Baton Rouge, East Baton Rouge Parish, Louisiana, in the presence of the two undersigned competent witnesses, this 22nd day of June, 1953.

WITNESSES:

Signed//Alton L. Lea

Signed//Marise S. Curtis

Joyce C. Sibley

Signed//Joe W. Sanders

NOTARY PUBLIC

THIS DONE AND SIGNED by appearer, JOHN W. WHITTY, at my office at New Orleans, Orleans Parish, Louisiana, in the presence of the two undersigned competent witnesses, this 23rd day of June, 1953.

WITNESSES:

Signed//John W. Whitty

Signed//I. J. Broussard

Virgil Malsust

Signed//Joseph C. Meyer, Jr.

NOTARY PUBLIC