

RESTRICTIONS AFFECTING
MAGNOLIA HEIGHTS SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this **2nd day of June, 1959**, 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:

MAGNOLIA HEIGHTS, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, and herein represented by its President, Albert H. Hart, he being hereunto duly authorized under and by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is on file and of record in the office of the Clerk and Recorder of the said Parish of East Baton Rouge, who declared that:

Magnolia Heights, Inc. is the owner of all lots in that subdivision in the Parish of East Baton Rouge, State of Louisiana known as Magnolia Heights Subdivision, which subdivision is shown in detail by a map thereof described as:

Final Plat of Magnolia Heights, located in the Parish of East Baton Rouge, State of Louisiana in Section 66, T-8-S, R-1-E & Section 54, T-7-S, R-1-E, Greensburg District of La. for Magnolia Heights, Inc., on file in the office of the Clerk and Recorder of this Parish and State, said map dated May 29, 1959 by Sam G. Dupree, Civil Engineer.

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

Appearer declares that they have established and do hereby establish certain building restrictions and conditions for the benefit of all the lots of said MAGNOLIA HEIGHTS SUBDIVISION, to be binding upon and enforceable by the present or future owners of said property, or any part hereof. 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 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 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 setback lines unless similarly approved. Approval shall be provided in PART C.
3. **DWELLING COSTS, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00) 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 quality 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 residence with two bedrooms, 1,000 square feet
 - (2) For single-story residence with three or more bedrooms, 1,000 square feet
 - (3) For two-story residences, 700 square feet on each floor
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. All corner lots have a twenty-five (25) foot

setback on the side street. Carports may be attached to the main dwelling. The maximum building setback line of sixty (60) 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 out building 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.
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, asphalt shingles, paper, roll siding, imitation brick siding and stone marked asphalt shall not be used as an exterior finish material.

PART B. ARCHITECTURAL CONTROL COMMITTEE

1. **MEMBERSHIP.** The Architectural Control Committee is composed of:

Albert H. Hart, Baton Rouge, Louisiana;
Joe G. Baird, Baton Rouge, Louisiana; and
Scheley C. Stafford, Baton Rouge, Louisiana.

Any two (2) members 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 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 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 it to 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 (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.

PART C. GENERAL PROVISIONS

1. **TERM.** These restriction 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 (10) 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.

4. **SIDEWALKS**. No residence shall be occupied until a sidewalk, four (4) feet in width and four (4) inches in depth is installed in the area designated for the sidewalk.

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 witnesses, who have hereunto signed their names with appearer and me, Notary, on the day and date herein fore set forth.

WITNESSES:

MAGNOLIA HEIGHTS, INC.

Signed//Lucie G. Daigre

Signed//Dorothy L. Langlois

By: Signed//Albert H. Hart

Signed//Charles W. Wilson, Jr.

Notary Public

Filed for Record

5/12/04 – Typist’s Note: Copy of actual signature

June 4, 1959 @ 3:43 p.m.

page attached

Conveyance Book 1440, Fol. 244

Aromena K. Hines, Deputy Clerk’s Associate

Deputy Clerk’s associate