

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

RESTRICTIONS AFFECTING
MAGNOLIA HEIGHTS SUBDIVISION, FOURTH FILING

BE IT KNOWN that on this 23rd day of August, 1967, 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:

JOHN. B. HAMMATT,

A resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, a bachelor;

MRS. KATHRYN F. LERAY,

Representing Edith May H. Babin, by virtue of a power of attorney, duly recorded in the official records of the Parish of East Baton Rouge, State of Louisiana;

ERNEST E. PHILLIPS, SR.,

A resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married to and living with Betty Jacobs Phillips;

YUNG HUANG KUO,

A resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married to and living with Su Chin Kiang Kuo;

ROBERT D. GLISSON,

A resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married to and living with Charlene Walters Glisson;

PHILIP BRUDER,

A resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married to and living with Elizabeth Landry Bruder, born Landry

ALBERT H. HART CORPORATION,

A Louisiana corporation, domiciled and doing business in the Parish of East Baton Rouge, State of Louisiana, represented herein by Albert H. Hart, duly authorized,

Who declared that:

They are all of the owners of all lots of that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as MAGNOLIA HEIGHTS SUBDIVISION, FOURTH FILING, which subdivision is down in detail by a map thereof described as:

“Final Plat of Magnolia Heights, Fourth Filing, comprising Lots 111 to 126 Inclusive, located in Secs. 65, 66, T-8-S, R-1-E, Greensburg District of La. For Bradley J. LeRay” on file in the office of the Clerk and Recorder of this Parish and State, said map, dated June 21, 1966, by Sam G. Dupree, Civil Engineer,

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

Appearers declare that they have established and do hereby establish certain building restrictions and conditions for the benefit of all of the lots of said MAGNOLIA HEIGHTS SUBDIVISION, FOURTH FILING, 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 appearers 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

LAND USE AND BUILDING TYPE. No lot shall be used except of 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.

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 and 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 line unless similarly approved. Approval shall be as provided in PART B.

DWELLING QUALITY AND SIZE. It is 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:
For single-story residence with three bedrooms, 1200 square feet.
For single-story residence with three or more bedrooms, 1200 square feet.
For two-story residences, 900 square feet on the first floor and 700 square feet on the second floor.

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 the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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.

SERVITUDES. Servitudes for installation and maintenance of utilities, streets, and other matters are reserved as shown on the recorded plat.

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.

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.

LIVESTOCK. No livestock shall be kept on the premises.

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.

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.

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.

PART B. ARCHITECTURAL CONTROL COMMITTEE

MEMBERSHIP. The Architectural Control Committee is composed of Albert H. Hart, William Hart, and Russell Cotton, all of Baton Rouge, Louisiana.

Any two 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 to it any of its powers and duties.

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

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.

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.

SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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 appearers in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses on the day, month and year first above written.

WITNESSES: Barbara Smith, Frank McGee

EDITH MAY H. BABIN By Mrs. Kathryn F. LeRay, Agent and Attorney in Fact

John B. Hammatt

Ernest E. Phillips, Sr.

Yung Huang Kuo

Robert D. Glisson

Philip Bruder

ALBERT H. HART CORPORATION By Albert H. Hart