

RESTRICTIONS AFFECTING
MAGNOLIA WOOD SUBDIVISION
THIRD FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public within and for the Parish and State aforesaid, and in the presence of the undersigned witnesses, personally came and appeared FRED G. BENTON, Jr., a resident of lawful age of the Parish of East Baton Rouge, appearing herein in his individual capacity and in the capacity of agent and attorney in fact, acting pursuant to a power of attorney attached hereto and made a part hereof and filed and of record as Original 85 Bundle 4526 of the Conveyance Records of the Parish of East Baton Rouge, Louisiana, who after being duly sworn did declare as follows:

That Fred G. Benton, Jr., in his individual capacity and as agent and attorney in fact, as aforesaid, represents the owners of Lots 122 through 159, both inclusive, of Magnolia Wood Subdivision, Parish of East Baton Rouge, Louisiana, which said lots and subdivision are set out and shown in detail in maps and final plats filed and recorded as Original 27, Bundle 4287, of the Conveyance Records of the Parish of East Baton Rouge.

Appearer declares that he intends and does by these presents establish certain building restrictions to run with the title to the land for the benefit of aforesaid lots of said Magnolia Wood Subdivision, to be binding upon all present and future owners of said lots in Magnolia Wood Subdivision and enforceable by the present and any future owner of any of the aforesaid lots in said subdivision, and being as follows, to-wit:

1. LAND USE. Lots 122 through 159, both inclusive, of Magnolia Wood Subdivision are hereby dedicated as residential lots, and none of said lot or lots and the structures placed

thereon may be used for any commercial or business purposes. No lot shall be used for the purpose of storing equipment and materials of any type.

2. BUILDING TYPE, LOT AREA AND WIDTH. No building shall be erected, altered, placed or permitted to remain on any of aforesaid lots other than one (1) detached single family dwelling and a private garage and "other improvements". The term "other improvements" shall hereafter in these Restrictions be understood to refer to any of the following:

- a. Swimming pool, with necessary and incidental filters, and shower room
- b. Barbecue pit and outdoor recreation shelter

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot except in accordance with the following minimum requirements, to-wit:

a. No dwelling of any type whatsoever shall be permitted on any lot that when originally constructed cost less than Fifteen Thousand Dollars (\$15,000.00), exclusive of cost of air conditioning, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant 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.

b. No dwelling shall be permitted on any lot that has a square foot area completely enclosed of less than 1400 sq. feet. The "completely enclosed" square foot area shall be understood to exclude such areas as open porches, carports, and carport storage rooms.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum set back shown on the official plat. No building shall be located nearer than ten (10) feet to an interior lot line. The word "building" shall be understood to include the main dwelling with carport, garage, and other improvements. For the purpose of this covenant, eaves and steps shall not be considered as part of a building. A maximum building setback line of one hundred fifty (150) feet is hereby established.

5. SERVITUDES. Servitudes for installation and maintenance of utilities and drainage facilities are reserved as shown on the official plats.

6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No cows, goats, chickens or other fowl or livestock, or animals of any kind may be kept on any lot. Dogs and cats may be maintained as family pets as an exception to the foregoing rule. The temporary or permanent parking of house trailers is hereby declared to be noxious and offensive activity and is specifically prohibited. A continued practice of parking of automobiles overnight on the public street in front of any residence is hereby declared to be nuisance and is prohibited. Overnight parking space for vehicles shall be provided for on each lot which shall consist of a carport attached to the dwelling unit or a garage or open parking area situated to the rear of the dwelling unit.

7. GARAGE APARTMENTS. No two-story garage apartments are to be constructed and no single-story garage apartment is to be used as a residence except as permitted by the East Baton Rouge Parish zoning ordinance.

8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be located upon or used on any lot at any time as a residence either temporarily or permanently.

9. COMPLETION, RESTRICTED MATERIALS. No building may be occupied or used as a dwelling or residence before the external walls and roof have been covered and finished with a material generally accepted in this area as a finish material. Wood, where used as a part of the external wall or roof, shall not be considered a finished material until it is covered with paint, varnish or stain. Material such as building insulation, felt or paper shall not be used as a finish material, nor shall roll siding or imitation brick or stone-marked asphalt roll siding be used as a finish material, nor shall roll roofing be used as a finish material either on the external walls or roof or a residence. No garages may be constructed out of corrugated galvanized iron.

10. 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. Construction of septic effluent disposal systems shall be supervised by the Parish Board of Health. No septic effluent shall be discharged into roadside drains or ditches.

11. ROADSIDE DRAINAGE. No person shall install or construct a culvert or crossing or covering over the ditches along the public streets except in accordance with the minimum standard requirements of the Department of Public Works of the Parish of East Baton Rouge in order to insure the efficiency of storm drainage.

12. SIDEWALKS, TREES, FENCES. No fence shall be constructed or any lot beyond the front building setback line, unless approved by the Architectural Control Committee. In the event a tree is located on the property line between lots, such trees shall be removed only the mutual consent of adjacent land owners unless such tree or trees is in an unhealthy or dangerous condition.

13. SIMILARITY OF HOUSE APPEARANCE. No house shall be constructed on a lot that is substantially similar in outside appearance with the other existing houses on adjacent lots.

14. SEVERABILITY. Invalidation of any one of these covenants by final judgment of court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

15. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any of the aforesaid lots until the construction plans and specifications and a plan showing the location of the improvements 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 topography and finish grade elevation. Plans and specifications shall be delivered to the committee by mailing postage prepaid to 114 St. Louis Street, Baton Rouge, Louisiana. The Architectural Control Committee is to be composed of Fred G. Benton, Jr., Leon

C. Kenyon, Jr. and Thomas Harrison Benton. A 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 members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives, 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 through 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.

16. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. A failure on the part of the Committee to act in any case does not constitute a waiver of the restrictions and covenants shall remain in full force and effect and shall be enforceable by any part in interest. In the event a proposed improvement is disapproved by the Committee or any violation of these restrictions occurs and continues after notice is given by the Committee, the Architectural Control Committee shall thereupon be charged with the duty of filing in the mortgage records of the Parish of East Baton Rouge a notice setting forth in detail the nature of the violation of these restrictions and covenants, the name of the property owner on whose lot such violation is occurring and a description of the lot involved. The Committee is similarly authorized and empowered and directed to file a notice of termination of such violation of the restrictions. The filing of or the failure to file said notice shall have no effect on the right of the Architectural Control Committee or any part in interest to bring suit for enforcement of said building restrictions and covenants running with the title to the land in any action authorized by law. It is the intention of this restriction and this paragraph that in order to protect market values of property affected hereby and in order to protect against substandard improvements and insure orderly development, the Architectural Control Committee by fully authorized, vested, empowered and directed to take the action herein provided for. No member of the Architectural Control Committee shall be personally liable for the enforcement of the aforesaid restrictions or

for any action taken or not taken by the said Committee in the carrying out of any of the duties of the said Committee as provided for under the foregoing restrictions.

17. **NEW BUILDINGS.** No used dwelling, building or structure shall be moved into the subdivision, it being the intention of this covenant to require that all dwellings and structures be constructed on the lot site. This restriction shall not prohibit use of “new” prefabricated housing units but it does specifically apply to “house moving” of old homes, or structures of any kind into the subdivision. Violation of this restriction is hereby recognized to be gravely deleterious to property values in the area and any party violating this restriction by movement of an “old” or “used” or new or old structure or part hereof assembled outside the subdivision to any of aforesaid lots, shall in addition to all other remedies at law including the payment of damages in such amount determined by judgment of court does hereby agree to pay all court costs and attorneys’ fees of part in interest bringing such enforcement proceedings in an amount not to exceed \$10,000.

18. **SIGNS.** No signs of any description shall be erected and displayed on any lot of the subdivision except signs used for the purpose of indicating an offer to sell or rent land or other immovable property of the subdivision.

19. **TERM.** These covenants and restrictions are to run with the land and shall be binding on all parties and all personal claiming under them for a period of fifty (50) 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. In any case where a minor technical and inadvertent violation of these restrictions has occurred, the Architectural Control Committee is hereby authorized and empowered to amend these restrictions where such deviation from the terms hereof will not invalidate the enforcement of these restrictions throughout the remaining areas subject hereto, provided the written approval of

such amendment correcting such minor and inadvertent error is approved in writing by the owners of contiguous lots.

20. DRAINAGE DITCHES. No trash, garbage or refuse of any description shall be thrown into or allowed to accumulate in the drainage ditches of the subdivision.

21. No school, church building, assembly hall, fraternal group home or similar structure shall be built or permitted on said lots.

22. No lot or lots shall be resubdivided so as to create a lot of less than 100 feet footage on Castle Kirk Drive.

23. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No lots shall be used for the storing of building materials except when construction on such lot is actually in progress. All vacant lots contiguous to a lot on which a residence has been constructed shall be cleared within three months of the date when such residence is first occupied and thereafter such lot shall be kept clear of weeds and grass above a height of 8 inches. The Architectural Control Committee may, after due notice to the owner thereof, have a lot cleared and cut and charge the actual cost thereof to said owner.

WITNESSES:

Signed//Elayne Prados
Signed//Bernice Stacy

Signed//Fred G. Benton, Jr., individually
and as agent and attorney in fact for
Mildred C. Benton, Thomas H. Benton,
Neva C. Benton, Leon Clifford Kenyon,
Mary Elizabeth B. Kenyon, Fred G. Benton,
Sr. and Emma C. Benton.

Sworn to and subscribed before me,

Notary Public, this 17th day of

November, 1958.

Signed//Edward Donald Moseley

Filed for record

October 21, 1959 @ 3:25 p.m.

Conveyance Book 1468, Fol. 242

Armena K. Hines

Deputy Clerk & Recorder