

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 68 Bundle 3156 of the Conveyance Records of the Parish of East Baton Rouge, Louisiana, and MACK H. HORBEAK, a resident of lawful age of the Parish of East Baton Rouge, 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 62 through 113, both inclusive, of Magnolia Wood Subdivision, and Mack H. Hornbeak owns Lots 1 through 61, both inclusive, of Magnolia Wood Subdivision, which said lots and subdivision are set out and shown in detail in a map or final plat entitled:

“Final Plat of Magnolia Wood Subdivision located in Sec. 54, T7S, R1E, and Sec. 66, T8S, R1E, Greensburg Land District of Louisiana, Parish of East Baton Rouge, for Fred G. Benton, Jr. and Mack H. Hornbeak” and being dated April 1, 1953, prepared by Bryce K. Tomlin, Civil Engineer and Surveyor,

a copy of which is attached hereto and made a part hereof and filed and of record as Original 69, Bundle 3156, of the Conveyance Records of the Parish of East Baton Rouge.

Appears declare that they intend and do by these presents establish certain building restrictions and conditions for the benefit of all of the lots of said Magnolia Wood Subdivision, to be binding upon and enforceable by the present or any future owners of any lot or lots of the subdivision, it being the intention of the parties to this document to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

1. LAND USE. All of the lots contained in this subdivision are hereby dedicated as residential lots, and no lot or lots or the structures placed thereon may be used for any commercial or industrial purpose. 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 lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage. The word "lot" is intended to mean and is hereby defined as any parcel of ground or contiguous parcels of ground having a frontage on Magnolia Wood Avenue or Highland Road of not less than one hundred (100) feet and with an area of not less than twenty thousand (20,000) square feet. Nothing contained in this covenant is intended as prohibiting the use of contiguous fractional portions of lots as shown on the final subdivision plat attached hereto and made a part hereof, subject to the limitation set out above.

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 costs less than Ten Thousand Dollars (\$10,000.00), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the 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. The square foot area shall not be less than:
  - (1) For single-story residence with two bedrooms, 900 square feet.
  - (2) For three or more bedrooms, 1,100 square feet.
  - (3) For two-story residence, two bedrooms, 800 square feet in the ground floor.
  - (4) For two-story residence, three bedrooms, or more, 1,000 square feet on the ground floor.

The designated square foot area shown above is to be computed exclusive of open porches and garages.

4. BUILDING LOCATION. No building shall be located on a lot nearer to the front lot line than fifty (50) feet, or nearer than twenty (20) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. The word "building" shall be understood to mean the main dwelling unit, garage, shed or structure of similar type whatsoever. Car ports may be attached to the main dwelling. For the purpose of this covenant, eaves and steps shall not be considered as part of a building. A maximum building set-back 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 recorded plat.
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 except animals which are bona fide family pets, may be kept on any lot.
7. **GARAGE APARTMENTS.** No two-story garage apartments are to be erected, and no single-story garage apartment is to be used as a residence except as a residence for bona fide servants to the occupants of the main residential premises.
8. **TEMPORARY STRUCTURES.** No structure of a temporary character, 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. **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 be used as a finish material, nor shall roll roofing be used as a finish material either on the external walls or roof of 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 Magnolia Wood Avenue and cross streets within the subdivision except in

accordance with the minimum standard requirements of the Department of Public Works of the Parish of East Baton Rouge in reference to the size of such culverts in order to insure the efficiency of storm drainage. In the event any person constructs and installs such a crossing or covering in violation of this covenant, any person owning property within Magnolia Wood Subdivision may cause such defective covering or crossing with the public right of way to be repaired, replaced and improved to conform to the requirements of this covenant, and to recover in an action at law the cost of such repair, replacement or improvement from the offending party.

12. **SIDEWALKS, TREES, FENCES.** No fence shall be constructed on any lot beyond the front building setback line, unless approved by the Architectural Control Committee. No fence or other structure will be erected within a servitude area. In the event a tree is located on the property line between lots, such trees shall be removed only by the mutual consent of adjacent land owners unless such tree or trees is in an unhealthy or dangerous physical condition.
13. **SIMILARITY OF HOUSE APPEARANCE.** No house shall be constructed on a lot that is substantially similar in outside appearance with other existing houses on adjacent lots on such side of the street.
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 lot until the construction plans and specifications and a plan showing the location of the structures 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 composed of Mack H. Hornbeak, Jesse LeBlanc 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. In the event the committee, or its designated representative, fails to approve or disapprove within fourteen (14) days after plans and specifications have been submitted to it, approval from the committee will not be required, provided that the restrictions and covenants running with the land shall remain in effect and be enforceable by any party owning land within the subdivision as hereinabove provided.
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 or assembled on the lot site.
18. **SIGNS.** No signs of any description shall be erected and displayed on any lot of the subdivision except signs used for the purpose or 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 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.
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.

WITNESSES:

Signed//Jackie Bunch

Signed//Lucy Sharbrough

Signed//Fred G. Benton, Jr., individually and  
as agent and attorney in fact

Signed//Mack H. Hornbeak

Sworn to and subscribed before me,  
Notary Public, this 8<sup>th</sup> day of  
April, 1953.

Signed//  
Notary Public