

RESTRICTIONS FOR
BELLE GROVE SUBDIVISION

Section 1. All of the lots contained in this subdivision, Lots 1 through 43, are hereby designated as residential lots and no building shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height, and a private garage.

Section 2. No lot shall be used for commercial purposes or home occupations such as beauty shops, doctors' offices, dress shops and related activities.

Section 3. No school, church, assembly hall or fraternal group home shall be built or permitted to be built on any lots in Belle Grove Subdivision, Lots 1 through 43.

Section 4. These restrictions prohibit a resubdivision of any lots from any dimensions other than those shown on the official recorded plat of Belle Grove Subdivision, Lots 1 through 43 without the written consent of the Architectural Control Committee.

Section 5. Nothing in these restrictions shall prohibit an Owner of any two adjoining lots having frontage on the same street from erecting a residence on the two lots which shall be considered for the purpose of these restrictions, as one building lot.

Section 6. No residence or building of any kind and no improvements which extend above ground level and no fence shall be erected, placed, altered, or permitted on any lot until the construction plans and specifications, elevations and a plan showing the location of the structure have been approved by the Belle Grove Architectural Control Committee.

Section 7. The Architectural Control Committee, in its sole discretion, shall approve or disapprove proposed construction according to its policy of maintaining a variance on front lines of adjacent houses, and shall have the authority to vary the front and side building line requirements in cases where the Committee finds topographical features warrant such a variance or where such a variance would prevent the destruction of one or more desirable trees; provided, however in no instance may the front or side building line requirements be less than required, unless waiver of those requirements is obtained.

Section 8. The minimum area requirements for residential structures shall be as follows:

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Joe Cashio

(a) A single story residence shall contain no less than 2,000 square feet of living area.

(b) A multi-story residence shall contain no less than 2,500 square feet of living area, with a minimum of 1,800 square feet of living area on the ground floor.

Section 9. The determination of "living area" shall exclude screened porches, porches, porches with removable storm windows, breeze-ways, patios, outside or unfinished storage or utility areas, garages and carports.

Section 10. The Belle Grove Subdivision Architectural Control Committee is hereby established and shall be composed of three (3) members. The first three (3) members of said committee shall be:

C. Joseph Cashio, Jr., 11888 Longridge Dr., Apt. 1078, Baton Rouge, Louisiana

Harry F. Stablier, 622 Kenmore St., Baton Rouge, Louisiana

Carlos J. Cashio, Rt. 3, Box 290, Prairieville, Louisiana

Said Committee is hereby granted the responsibility and authority as its sole discretion to approve the Architecture and design of the buildings as to compliance with these restrictions.

Section 11. No residence shall be located on any lot nearer to the side or rear property line than fifteen (15) feet or front property line not nearer than seventy (70) feet.

Section 12. Garages and carports may be attached to the main dwelling, but must not be nearer to the side or rear property line than fifteen (15) feet. Attached garages and carports shall not open to any street on which the residence faces, unless located wholly at least seventy (70) feet from the front property line.

Section 13. Detached garages and other permanent accessory buildings shall be located wholly at least seventy (70) feet from the front property line, and shall not be erected closer than ten (10) feet from the side property line nor closer than fifteen (15) feet from the rear property line. Eaves on such garages or accessory buildings shall not extend over the property line.

Section 14. Servitudes and rights-of-way for the installation of and maintenance of utility and drainage facilities, as shown on the official recorded plat of Belle Grove Subdivision are dedicated to the perpetual use of the public purposes, except private telephone servitudes which are dedicated only as indicated.

Section 15. All buildings and structures on any lots shall be constructed thereon and no building or any structure may be moved onto any lot in the subdivision.

Section 16. No structure of a temporary character and no trailer, tent, shack, barn or other such outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 17. No noxious or offensive activities shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 18. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision except one side of no more than five (5) square feet advertising the property for sale or a customary sign used by a builder or real estate broker to advertise the property during the construction or sale period: provided, however, this restriction shall not apply to the Developer of the subdivision.

Section 19. No oil drilling, oil development operations, oil refinery, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lots. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

Section 20. No animals, livestock or poultry of any kind, excluding section 21, shall be raised, bred or kept on any lot; provided however, dogs, cats or other household pets are permitted, provided, further that such permissible animals are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision.

Section 21. Only on lots 5 thru 17 and 29 thru 41 may horses be allowed, the maximum in number (1 or 2), and only on the rear one hundred feet of the lot. However, in the event horses kept upon any of such lots become a nuisance or offensive to the development and/or property owners, such horses shall be removed and owner or owners of such lots shall not enjoy the privilege of this section.

Section 22. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free from obnoxious odors and insects.

Section 23. Lot owners shall keep their respective lots free of noxious weeds. If an owner fails to discharge this obligation, the Architectural Control Committee may cause the lots to be mowed, and the owners of such lots shall be obligated to pay this expense together with reasonable costs of collection.

Section 24. No boats, vehicles, campers or trailers of any kind or parts or appurtenances thereof shall be kept, stored repaired or maintained on any street or any lot nearer to the street than the minimum building set back line, or in any offensive or unsightly manner.

Section 25. Building materials and equipment shall not be placed or stored on any lot except during the actual course of construction of a residence or other building on the lot.

Section 26. No lot shall be used for commercial farming or gardening purposes.

Section 27. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Committee or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at Least ninety (90) days in advance of any action taken.

Section 28. Notices. Any Notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Committee at the time of the mailing.

Section 29. Enforcement. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any liens created by these covenants; and failure by the committee or any owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter.

Section 30. Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no wise affect any other provisions which shall remain in full force and effect.

THUS DONE, READ AND SIGNED before me, Notary Public, on this

the 12th day of August, 1976, at Baton Rouge,

Louisiana.

WITNESSES:

C S C DEVELOPERS

Dudley J. Miers Jr.

C. Joseph Cashio, Jr.
C. JOSEPH CASHIO, JR.

Pat Larrabee

Harry F. Stabler
HARRY F. STABLER

Carlos J. Cashio
CARLOS J. CASHIO

Sam Lushum
NOTARY PUBLIC

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