

RESTRICTIONS AFFECTING

STATE OF LOUISIANA

OAK HILLS THREE, SECOND FILING

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 7th day of February, 1978, 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;

WALTER R. BANKSTON

doing business in the Parish of East Baton Rouge, State of Louisiana, who declared that:

Appearer is the owner of all lots of that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as OAK HILLS THREE, SECOND FILING, which subdivision is shown in detail by a map thereof described as:

421

2626

"Final Plat of Oak Hills Three, Second Filing," made by Edward E. Evans & Associates, Civil Engineers, on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana.

Appearer declared that it has established and does hereby establish certain building restrictions and conditions for the benefit of all the lots of said Oak Hills Three, Second 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 appearer to establish these restrictions as servitudes and covenants running with the land.

The residential area restrictions set forth hereinafter in their entirety shall apply to all lots in said subdivision.

1. All of the lots contained in this subdivision are hereby designated as residential, and they shall be used for none other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one-single-family dwelling not to exceed two and one-half stories in height with usual and appropriate outbuildings and a private garage and/or carport designated to house no fewer than two (2) not more than three (3) automobiles. The owner of any two adjoining lots having frontage on the same street may erect a residence on said two lots, which shall be considered for the purpose of these restrictions as one building lot. No lot or lots shall be sold except with the description shown on the official plat of the subdivision except as outlined hereinabove. No school, church or assembly hall shall be built or permitted on any lots of said subdivision.

2. This filing of the subdivision will be served by an underground electric distribution system. The type of service supplied will be alternating current at approximately 60 cycles per second, single phase, three wire, 120/240 volts, and metered at 240 volts. Any purchaser of lots in Oak Hills Three, Second Filing, understands and agrees that only underground electric service at 120/240 volts, single phase, three wire, will be available, and the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of the utilities company.

3. The minimum requirements for residential structures are set out as follows:

(a) For single story residences, Two Thousand (2,000) square feet of heated living area. The minimum requirements for the horizontal roof shall be two Thousand Three Hundred Seventy-Five (2,375) square feet.

In determining the "living area" open porches, screened porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and carports shall not be included.

4. Building set-back lines from any street shall be as shown on the subdivision map. In other cases, the following rules shall apply:

(a) No building shall be located on any lot nearer to the said property line than Eight (8) feet.

(b) Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than Eight (8) feet and may not extend in front of any building or the set-back line without approval of the Architectural Control Committee.

(c) Detached garages and/or accessory buildings shall not be erected closer than three(3) feet to any side line or nearer than Eight (8) feet to the rear lot line and may not extend in front of any building or the set-back line without approval of the Architectural Control Committee.

A maximum building set-back line of Fifty (50) feet is hereby established. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building.

422

5. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on map of record, and dedicated to the perpetual use of the public for such purposes.

6. No commercial business or noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon, which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on the same lots.

7. No sign of any kind shall be displayed to the public view on any lot except one sign of on more than five (5) square feet advertising this property for sale or rent or customary signs used by a builder or real estate broker advertise the property during the construction and sales period. However, the limitation shall not apply to the developer of the subdivision.

8. No oil drilling, oil development operations, oil refining, 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 lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. No house trailers, busses, commercial vehicles or trucks shall be kept, stored, repaired, or maintained on any lot, servitude or right of way, in any manner which would detract from the appearance of the subdivision. No structure of any temporary character, trailer, basement, tent, shack, barn, or other out-building shall be allowed on any lot for a prolonged period of time so as to distract from the appearance of the subdivision. No garage apartments shall be erected or permitted on any lots.

10. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes.

are subject to disapproval by the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.

13. Construction period of any home must be limited to twelve (12) months from date of the building permit.

14. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the Architectural Control Committee, names and addresses are more specifically set out below, as the location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot closer to any street than the minimum building setback line, nor any nearer any street than the location of the front of the house. No fence shall exceed six (6) feet in height.

15. The Architectural Control Committee's approval or disapproval as required of these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications 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 covenant shall be deemed to have been fully complied with. The Architectural Control Committee shall be composed of:

423 Micheal J. Dugas - 1919 Boulevard de Province, Baton Rouge, Louisiana
Walter J. Bercher - 7732 Goodwood Boulevard, Baton Rouge, Louisiana
Walter R. Bankston - 7732 Goodwood Boulevard, Baton Rouge, Louisiana

16. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Committee, may in its discretion, cause the lot(s) to be mowed, and the owner of such lot(s) shall be obligated to pay the cost of such mowing.

17. These covenants 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 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 the majority of the then owners of the lots will have been recorded, agreeing to change said covenants in whole or in part.

18. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, and the latter shall remain in full force and effect.

THUS DONE AND SIGNED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Kathy Braud
Kathy Braud

OAK HILLS THREE, SECOND FILING

BY: Walter R. Bankston
Walter R. Bankston

NUMBER

FILED FOR RECORD