

**DECLARATION OF COVENANTS AND RESTRICTIONS OF  
PLEASANT RIDGE**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

On this 13th day of November, 1984, Before Me, R. J. Calongne, Jr., Notary Public in and for East Baton Rouge Parish, Louisiana, personally come and appeared:

**ENRICHMENT, INC.**, a corporation organized under the laws of Louisiana having its registered office in the Parish of East Baton Rouge, appearing herein through its Agent, duly authorized by virtue of the resolution of the Board of Directors of said corporation, a copy of which is attached hereto and made a part hereof, its mailing address declared to be 5868 South Pollard Parkway, Baton Rouge, Louisiana 70808;

hereinafter called "Declarant", who, after being duly sworn declared:

WHEREAS, Declarant is the owner of the immovable property hereinafter described in this Declaration and desires to create thereon a residential subdivision with permanent open spaces and other common facilities for the benefit of the said subdivision; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said subdivision and for the maintenance of said common facilities; and to this end, desires to subject the immovable property more additions as may hereafter be made thereto (as is also hereinafter described) to the covenants, restrictions, servitudes, charges, liens and privileges hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said subdivision, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing these covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Louisiana, as a non-profit corporation, the PLEASANT RIDGE TOWNHOME ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares and submits that the following described property shall be held, sold and conveyed subject to the following servitudes, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the immovable property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to-wit:

**TRACT 1: THE NORTHWEST ONE AND ONE-HALF (1.5) ACRES OF THE FOLLOWING DESCRIBED TRACT:**

That certain tract of ground situated in the Parish of east Baton Rouge, State of Louisiana, in Sec. 43, T-7-S, R-1-E, containing three acres, and being a part of the old Moss Side Plantation, measuring 167.6 feet front on the Perkins Road and running back between parallel lines to the center of Dawson's Branch or Creek, and

being bounded on the front by Perkins Road, on the East by a five acre tract sold to J. S. Peck, now of the Lutheran church, on the rear by Dawson's Branch and on the West by Samuel Cook, being more particularly shown on that map by A. G. Munding, C. E. and Surveyor, a copy of which is attached to Original 71, Bundle 1276, as beginning at the Northeast corner of a 13 acre tract owned by Same Cook; thence with a margin of the Perkins Road, S56 deg 22 min E a distance of 167.6 feet; thence S33 deg 38 min W a distance of 832.1 feet to the center of Dawson's Branch N26 deg W 11.7 feet; thence on with the center of Dawson's Brace N24 deg 20 min W 186 feet to the SE corner of said 13 acre tract, then along the east line of the 13 acre tract N33 deg 38 min E 727.3 feet to the point of beginning. (Said 1.5 acre tract having front footage on the south side of Perkins Road of approximately 83.5 feet.)

**TRACT 2: THE SOUTHEASTERNMOST 0.861 ACRES OF THE FOLLOWING DESCRIBED TRACT:**

A certain tract of land, situated in the Parish of East Baton Rouge, State of Louisiana, in Sec. 43, T-7-S, R-1-E, and being the easternmost 2.34 acres of a thirteen acre tract out of MOSS SIDE PLANTATION, lying between Dawson's Branch and the Perkins Road, the tract herein described having a front of 150 feet on the Perkins Road, and extending back to the center line of Dawson's Branch, by a depth on the westerly side of 633.4 feet, and by a depth on the easterly side of 727.3 feet; Said 2.34 acre tract is shown on a plat made by A. G. Munding, C.E. and Surveyor, which survey is attached to Original 3, Bundle 2039, Official Records of East Baton Rouge Parish.

Said 0.861 acres is the above described 2.34 acre tract LESS AND EXCEPT those sell offs of 0.723 acres to C. L. Lewis as Original 46, Bundle 4591 and of 0.756 acres sold off to E. C. Schafer as Original 215, Bundle 9247. (Said 0.861 acre tract having front footage on the south side of Perkins Road of approximately 45.0 feet.)

Said two tracts mentioned above combine to make one tract of 2.361 acres, more or less, having front footage of 128.5 feet, more or less, said 2.361 acre tract being bounded on the North by Perkins Road, on the South by the Dawson's Creek, on the West by lands of E. C. Schafer and on the East by lands of Albert Lee Cook.

**TRACT 3:**

A certain tract or parcel of ground, together with all of the buildings and improvements thereon, situated in the Parish of East Baton Rouge, Louisiana, in Section 43, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, containing 1.5 acres more or less and being the Southeasterly half of a three (3) acre tract shown on map of survey made by A. G. Munding, C.E. and Surveyor, dated January 12, 1940, which is attached to Original 71, Bundle 1275, Official Records of this Parish and State, said tract also being shown on map of survey attached hereto and made a part hereof by W. J. Dawson, C. E. and Surveyor, dated October 8, 1954, as follows:

Commence at an iron pipe located on the South right-of-way line of the Perkins Road, which said point is North 56 deg 22 min west a distance of One Hundred Forty-One and 4/10 (141.4) feet from the intersection of the section line common to Sections 42 and 43, Township 7 South, Range 1 East and the South right-of-way line of the Perkins Road, and from said point continue running North 56 deg 22 min West a distance of Eighty-Four (84) feet to an iron pipe and corner; thence run South 33 deg 38 min West a distance of Seven Hundred Seventy-Nine and 5/10 (779.5) feet and corner; said corner being the center line of Dawson's Creek; thence run South 24 deg 20 min East along the center line of Dawson's Creek a distance of Ninety-nine and 1/10 (99.1) feet and corner; thence run North 33 deg 38 min east a distance of Eight Hundred Thirty-Two and 1/10 (832.1) feet to the point of beginning.

**ARTICLE 1**

**DEFINITIONS**

1.1 **ASSOCIATION.** "Association" shall mean and refer to the PLEASANT RIDGE TOWNHOME ASSOCIATION, INC., its successors and assigns.

1.2 **OWNER.** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title in full ownership to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.3 **PROPERTIES.** "Properties" shall mean and refer to that certain immovable property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or made subject to this Declaration.

1.4 **COMMON AREA.** "Common Area" shall mean all immovable property, together with all improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows, to-wit:

All of that property, together with the buildings and improvements thereon, hereinabove dedicated and submitted to these servitudes, restrictions, covenants and conditions,

LESS AND EXCEPT:

Sixty (60) certain lots or parcels of ground, together with all buildings, improvements and appurtenances thereon situated in that subdivision of the Parish of East Baton Rouge, State of Louisiana, known as PLEASANT RIDGE SUBDIVISION, designated on the final plat of said subdivision as prepared by Joffrion & Associates, Inc., dated the 10th day of October, 1984, which plat is of record in the Official Records for the Parish of East Baton Rouge, State of Louisiana, said lots being designated on said plat as LOTS NUMBERS ONE (1) through SIXTY (60), inclusive, said PLEASANT RIDGE SUBDIVISION; said lots having such measurements and dimensions as shown on said map.

1.5 **LOT.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

1.6 **DECLARANT.** "Declarant" shall mean and refer to the Declarant (whether singular or multiple) first mentioned hereinabove, its successors and assigns if such successors or assigns shall acquire more than one (1) undeveloped Lot from the Declarant (or any one of them if multiple) for the purpose of development.

**ARTICLE 2**

**PROPERTY RIGHTS**

2.1 **Owner's Servitudes of Enjoyment.** Every Owner shall have a right and servitude of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any;

(b) the right of the Association to suspend the voting rights and rights to the usage of the recreational facilities by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, however, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded; and

(d) the right of individual Owners to the use of parking spaces as provided in this Article.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws and the rules and Regulations of the Association, his right of enjoyment to the Common Area and the facilities to the members of his family, to his tenants, lessees or invitees, or to contract purchasers who reside on the property.

2.3 Parking Rights. Situated on each Lot are two (2) automobile parking spaces. Every Owner shall enjoy the right of ingress and egress in and upon said parking area. Every Owner shall, additionally, share the non-exclusive right to use the parking spaces situated within the Common Area for guest parking.

### ARTICLE 3

#### **MEMBERSHIP AND VOTING RIGHTS**

3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 The Association shall have two (2) classes of voting membership, namely:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.

(b) Class B. the class B members shall be the Declarant, including any assignees thereof, and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) after two (2) years following the date of this Declaration.

## ARTICLE 4

### COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a conveyance therefor, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to pay to the Association both annual assessments or charges, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments and, if delinquent, together with interest, costs, and reasonable attorney's fees of not less than \$100.00, shall be a charge on the land and shall be a continuing lien and privilege upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees of not less than \$100.00, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not, however, pass to an Owner's successors in title unless expressly assumed by them.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area and of the homes situated upon the Properties.

4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be THREE HUNDRED SIXTY AND N/100 (\$360.00) DOLLARS per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5 %) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

4.4 special Assessments for capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and moveable property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice and quorum for Any Action Authorized Under sections 4.3 and 4.5. written notice of any meeting called for the purpose of taking any action authorized under section 4.3 or 4.5 of this Declaration shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty (60%) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be on-half (1/2) of the required quorum at the preceding meeting. Not such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.6 Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

4.7 Date of commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the said Board of Directors. The Association shall, upon demand, and for reasonable charges, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

4.8 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

4.9 Subordination of the Lien to Mortgages. The lien and privilege of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien and privilege of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or form the lien and privilege thereof.

4.10 Other Exempt Property. All Properties dedicated to and accepted by a local public authority and all Properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Louisiana shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE 5

### EXTERIOR MAINTENANCE AND UTILITIES

5.1 In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, exterior building surfaces trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces. The Association shall maintain all underground sanitary, fresh water service and storm drainage systems situated in or upon the property subject to this Declaration.

5.2 In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the tenants, lessees, family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

5.3 The Association shall pay all charges for utilities serving the common Area and the expenses for same shall be subject to assessment hereunder. Lot Owners shall each be responsible for all utilities

serving their respective Lots. In the event that more than one (1) Lot is served by water, gas, electricity or other utilities, sharing, for example, a common meter, each such Lot Owner shall pay an equal share of the expenses for same.

## ARTICLE 6

### **PARTY WALLS**

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply to same.

6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

6.4 Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

6.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.6 Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of the Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

## ARTICLE 7

### **ARCHITECTURAL CONTROL**

7.1 No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by said Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this article will be deemed to have been fully in compliance with the provisions of this section.

7.2 The Association and each Lot Owner will be subject to the provision of any and all restrictive covenants of record affecting the property subject to the provisions of this Declaration. Mention of same herein is not intended to operate as a reimposition of any provision of any such restrictive covenants.

## ARTICLE 8

### GENERAL PROVISIONS

8.1 Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, privileges and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter. The covenants and restrictions imposed hereby shall run with and bind the land and shall inure to the benefit of and be enforceable by the representatives, heirs, successors and assigns.

8.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

8.3 Discrepancies. In case of discrepancy between any provision of this Declaration with any provision of the Articles of Incorporation of the Association or its Bylaws, Resolution, or Rules and Regulations, the provisions of this Declaration shall control.

8.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive terms of ten (10) years. this Declaration may be amended during the first twenty (20) years term by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any such amendment must be recorded in the Official Records for the parish in which the Properties are situated.

8.5 Annexation. Additional residential property and common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

8.6 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans administration, namely: annexation of this additional properties, dedication of Common Area, and amendment of this Declaration.

8.7 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing. The date of any such notice shall be deemed to be the date of deposit of such notice with the mail system of the United States.

8.8 Sanitary Sewer Maintenance. The city parish is responsible only for the maintenance of the sanitary sewer lines which are located within the public servitudes.