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**DECLARATION OF COVENANTS AND RESTRICTIONS**

FILED AND RECORDED  
EAST BATON ROUGE PARISH, LA  
DOUG WELBORN  
CLERK OF COURT AND RECORDER

**FOR**

**JEFFERSON QUARTERS**

**THIRD FILING**

**DEDICATION AND TRANSFER OF COMMON PROPERTIES**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**BE IT KNOWN**, that on the dates indicated below, before us, the undersigned authorities, and

in the presence of the undersigned competent witnesses, personally came and appeared:

**BES INVESTMENT PROPERTIES, L.L.C.** (the "**Developer**"), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, having its registered office in the Parish of East Baton Rouge and a current mailing address of 6074 Stumberg Ln., Baton Rouge, Louisiana 70816; represented herein by its Members, Edward Earl Stafford, Jr. duly authorized by Certificate of Authority on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana

**ARTICLE I**

**DEFINITIONS**

Section 1.1 Common Properties. The term "**Common Properties**" as used in these Restrictions shall mean and refer to (a) Tract A Third filing, as shown on the official final plats, (b) all entrance treatments and improvements, (c) all street signs located on the Property; and (d) all recreational facilities and areas and any others on or within the Property which are designated by the Developer as Common Properties from time to time.

Section 1.2 Home. The term "**Home**" as used in these Restrictions shall mean and refer to (a) a Lot on which a residence has (at any time) been built and occupied as a residence, or (b) a Lot which has been sold by the Developer and on which a residence has not been built and occupied as a residence within one (1) year of the date the Lot was sold by the Developer. In the event the Owner of a Home owns one or more Lots contiguous to the Lot on which the residence is located, then each such Lot contiguous to the Home (and each such additional Lot contiguous thereto) shall be a Home under these Restrictions.

Section 1.3 Lot. The term "**Lot**" as used in these Restrictions shall mean and refer to any portion of the Property designated as a numbered plot of land on the official final plat.

Section 1.4 Owner. The term "**Owner**" as used in these Restrictions shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the Developer. Any person or entity having an interest in any Lot merely as security for the performance of

an obligation shall not be an "Owner" until such time as the interest holder acquires title by foreclosure or any proceeding or act in lieu of foreclosure.

## ARTICLE II

### HOMEOWNERS ASSOCIATION

Section 2.1 *Membership*. Every Owner, including the Developer, shall be a member of the Association. Membership or the rights and benefits of membership in the Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot.

Section 2.2 *Time for Review*. The Association shall issue its written approval or disapproval of plans or proposals submitted to it anytime within thirty (30) days after submission. Submission shall not be considered to have accrued until all information reasonably requested by the Association shall have been furnished by the Owner or a representative of the Owner. Failure of the Association to either approve or disapprove properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

## ARTICLE III

### COMMON PROPERTIES

Section 3.1 *Dedication and Transfer of Title*. In consideration for the acceptance of the duties and obligations of the Association, which the Association does hereby accept by execution of these Restrictions, the Developer does hereby transfer, convey and deliver all Common Properties to the Association, without any warranty whatsoever (including warranty of title), but with full subrogation to all rights and actions of warranty the Developer may have, to have and to hold the Common Properties in full ownership forever, subject to the servitudes established, created or reserved in these Restrictions; provided, however, that the Developer specifically reserves all mineral rights, but no drilling or other mineral operations shall be conducted on the surface of the Common Properties.

Section 3.2 *Disclaimer and Release of Liability*. EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF TITLE TO A LOT, AND EACH MORTGAGEE, BY ACCEPTANCE OF A MORTGAGE ENCUMBERING ANY SUCH LOT, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DO HEREBY WAIVE ALL CLAIMS AGAINST AND RELEASE THE DEVELOPER, THE ASSOCIATION, EACH OWNER, EACH FORMER OWNER OF A LOT, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITY OF ANY NATURE ARISING OUT OF OR ON ACCOUNT OF ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH, AS A RESULT OF ANY ENTRY ONTO ANY OF THE COMMON PROPERTIES BY ANY OWNER, OCCUPANT, MORTGAGEE OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FURTHERMORE, EACH OWNER, FOR HIMSELF OR HERSELF, ANY OCCUPANT

OF SUCH LOT OR ANY IMPROVEMENTS THERETO AND THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, DOES HEREBY ACKNOWLEDGE AND AGREE THAT (a) NEITHER THE DEVELOPER, THE ASSOCIATION, ANY OWNER, ANY FORMER OWNER OF A LOT, NOR ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, SHALL PROVIDE ANY LIFE GUARD OR ANY OTHER SUPERVISORY PERSONNEL OR ASSISTANCE IN THE CONDUCT OF ANY ACTIVITIES ON OR ABOUT THE COMMON PROPERTIES (b) THE USE OF ANY OF THE COMMON PROPERTIES BY ANY OWNER OR OCCUPANT OR ANY OF THEIR RESPECTIVE INVITEES, HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, SHALL BE AT THE SOLE RISK AND EXPENSE OF THE PERSON OR ENTITY USING THE COMMON PROPERTIES.

#### **ARTICLE IV**

##### **SERVITUDES**

Section 4.1 *General Servitudes for the Developer*. During the period that the Developer owns any Lot, the Developer shall have an alienable and transferable real right and servitude on, over, through, under, and across the Common Properties for the purpose of constructing improvements on and to Lots and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Properties) as are contemplated by these Restrictions or as the Developer desires, in its sole discretion, including, without limitation, any improvements or changes permitted, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall the Developer have the obligation to do any of the foregoing. In addition to the other rights and servitudes set forth herein and regardless of whether the Developer at that time retains ownership of a Lot, the Developer shall have an alienable, transferable, and perpetual right and servitude to have access, ingress, and egress to the Common Properties and improvements thereon for such purposes as the Developer deems appropriate, provided that the Developer shall not exercise such right so as to unreasonably interfere with the right of Owners to use the Common Properties.

#### **ARTICLE V**

##### **ASSESSMENTS**

Section 5.1 *Exempt Property*. The following property subject to these Restrictions shall be exempt from any and all Assessments created herein or subsequently imposed in accordance herewith:

- (a) all Lots or other property owned by either the Developer or any Intervenor, for as long as the Developer or any Intervenor owns the Lots;
- (b) any Lot that does not qualify as a Home under these Restrictions;
- (c) any part of the Property dedicated to and accepted by the local public authority and devoted to public use; and

( d) the Common Properties.

Otherwise, each and every Lot as shown on the official final plat shall be subject to assessment.

## ARTICLE VI

### PROTECTIVE COVENANTS

Section 6.1 **Building Size.** No residence on any Lot may be built or occupied having less than one thousand five hundred (1,500) square feet of heated living area. In computing or determining the "heated living area," open porches, screened porches, porches with removable windows, breezeways, patios, landings, outside unfinished storage or utility areas, garages, and any other area having walls, floors, or ceilings not completed as interior living space shall not be included.

Section 6.2 **Building Height** [. No structure shall be erected on any Lot with more than two (2) stories and no structure shall be erected on any Lot which exceeds thirty-eight feet (38') in height measured from ground level to the highest peak of the roof.

Section 6.3 **Ceiling Height.** All residences shall be constructed with at least eighty percent (80%) of the ceilings in heated areas on the ground floor to be not less than nine feet (9') high.

Section 6.4 **Driveways and Walkways.** Driveways shall be constructed of brick, stone, concrete or other similar materials approved by the Association. Asphalt and granular materials such as gravel, crushed stone, or dirt are not permitted for use on driveways. Walkways shall be constructed on each Lot consisting of hard surfaced paths leading from the street or driveway to the front entrance of the residence. Walkways will be constructed of brick, stone, concrete or other similar materials approved by the Association.

Section 6.5 **Landscaping.** Within thirty (30) days after substantial completion of the exterior of the residence constructed on any Lot, the areas between the residence constructed on the Lot and each street bordering the Lot (including both the full front and street facing side yards for corner Lots), and the side yards between the residence and the property line of each Lot, shall be fully planted with sod or covered with raised and planted plant beds. Each Owner who violates this restriction, knowingly or unknowingly, agrees to pay the Association the sum of \$50.00, as liquidated damages, for each day the required sodding and landscaping remains uncompleted after notice from the Association to the Owner. The obligation to pay such a fine shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

Section 6.6 **Fences.** All fence locations and details must be submitted to the Association for approval prior to construction including details of decorative fences. No fence or wall shall be erected on any Lot nearer to any street than the furthest of (a) the building setback lines shown on the official final plat, or (b) the front of the residence on the Lot. No fence or wall shall exceed six feet (6') in height. All fencing material must be brick or wood unless otherwise approved by the Association. Chain link or wire fences are prohibited. All wood fences (including the posts and rails) shall be made of treated wood, such as pine, cedar, cypress, redwood, pressure treated pine or other natural material of similar appearance if

approved by the Association prior to commencement of construction. All fence posts ( other than those constructed of brick) and all braces, support beams, and runners shall not be visible from any neighboring property or from any street. No fence or wall shall be erected in any servitude unless approved by the Association and shall not interfere with any drainage improvement or utility located within said servitude or any other use or purpose allowed within the servitude.

**Section 6.7 Pools, Spas and Hot Tubs.** The design and location of pools, spas and hot tubs shall be subject to approval by the Association and shall be harmonious with the landscape and architecture design. Pool fences shall conform to applicable governmental requirements and the fencing requirements included in these Restrictions. The Association will closely review the location and screening of equipment. No aboveground pools are allowed.

**Section 6.8 Antennas, Flagpoles, Outside Lighting, and Outside Sound.** No above ground outside antennas, satellite dishes, or other communication or electronic devices shall be allowed without the prior written consent of the Association. A request for approval of an antenna, satellite dish, or other communication or electrical device must be accompanied by a site plan showing the exact location of the proposed device and such evidence as the Association determines appropriate to establish that signals from the proposed device will not interfere with communications or the reception of television or radio signals on any other Lot. Antennas, satellite dishes and other communication or electronic devices will not be allowed to be placed (a) in front of the farthest front extension of the residence or garage on any Lot, (b) within fifty feet (50') of the rear property line, (c) in any other location visible from any street or other Lot, or (d) closer than the rear one-fourth (1/4) of the Lot. No above ground outside utility poles or flagpoles ( except for temporary flagpoles) shall be allowed without the prior written consent of the Association. Construction, location, and maintenance of outside lighting, outside music or sound producing devices and their outside mechanical devices shall be subject to the prior written approval of the Association and shall be designed to minimize the intrusion of such lighting or sound onto other Lots. Any standards and restrictions adopted by the Association with respect to these items shall be final and not subject to review.

**Section 6.9 Clotheslines.** Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

**Section 6.10 Foundations.** An architect, structural engineer or other design professional should properly design foundations. Parish ordinances and regulations may establish minimum foundation elevation requirements.

**Section 6.11 Exterior Materials and Colors.** The exterior of the residence and all accessory buildings shall be constructed of stucco, synthetic stucco (Dryvit or equal), new brick, wood, or other single board lap siding material approved by the Association. Imitation stone, imitation brick, lava rock and masonite are expressly prohibited. Metal buildings are not allowed. All painted exteriors must have at least two (2) coats of paint. The exterior of a building on any Lot may not be painted or decorated without first obtaining written consent of the Association for the color to be used.

**Section 6.12 *Window Coverings.*** No foil, sheets, reflective materials, paper, or other inappropriate materials or bright colors shall be used on any window for drapes, sunscreens, blinds, shades or other purpose on a temporary or permanent basis. Inexpensive shades or blinds are recommended for use as temporary window coverings until permanent window coverings are installed. The interior of window coverings shall be lined in a neutral color so as not to detract from the exterior of the building.

**Section 6.13 *Window Mounted Climate Control Units.*** Window mounted air-conditioning or heating units may be used in non-living area spaces ONLY, such as garages, and must be installed in such a way that are NOT VISIBLE from any street.

**Section 6.14 *Windows.*** Windows shall be made of materials approved by the Association.

**Section 6.15 *Doors.*** Doors shall be made of materials approved by the Association.

**Section 6.16 *Roof.*** The Association must approve all roof colors and all roofing materials.

Metal and other roofing materials may be used on residences, accessory building and other construction on a Lot, subject to approval of the Association. The minimum requirement for composition roofing material shall be architecturally cut shingles.

**Section 6.17 *Ridge Vents.*** Only shingle covered ridge vents will be allowed.

**Section 6.18 *Skylights and Solar Collectors.*** Solar-collectors are not permitted. Skylights shall not be located on the front elevation of any building. Only flat skylights shall be allowed. Skylights must be properly located and clearly shown on plans (with details and dimensions) when submitted for approval and must be approved prior to installation.

**Section 6.19 *Temporary Structures.*** No structure of a temporary character and no trailer, recreational vehicle, tent, shack, barn, or other outbuilding shall be used as a residence either temporarily or permanently. During the continuance of construction on a Lot, Owner shall require its contractors to maintain the Lot in a reasonably clean and uncluttered condition, and to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, Owner shall cause its contractors to immediately remove all equipment tools, and construction material and debris from the Lot on which construction has been completed.

**Section 6.20 *Trailers and Vehicles.*** No mobile home, house trailers, trucks (other than pickup trucks), or other commercial vehicles shall be kept, stored, parked, repaired or maintained on any Lot. Boats, other watercraft, school buses, motor homes, recreational vehicles (RV's), motorized campers, trailers, motorized all-terrain vehicles, campers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices or trailers therefor may be kept on Lots ONLY if housed completely within a structure which has been approved by the Association or ONLY if completely screened from view by landscaping or fencing which has been approved by the Association.

**Section 6.21 *Vehicle Operation and Parking.*** All vehicular traffic on streets in the Property shall be subject to the provisions of the laws of the State of Louisiana and East Baton Rouge Parish concerning

operation of motor vehicles on public streets. All automobiles owned or used by Owners or occupants of any structure located on any Lot ( other than temporary guests and visitors) shall, as far as possible, be parked in garages or carports. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is completed. No vehicles may be parked on any driving surface in any manner that blocks the driving surface in any road or private driveway. Any unregistered, unauthorized or illegally parked vehicles of any kind will be towed at the expense of the owner of the vehicle. The Association shall have authority to promulgate rules and regulations to govern vehicle operation and parking in the Property. Furthermore, although not expressly prohibited hereby, the Association may at any time prohibit motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being operated upon any portion of the Property. No Owners or other occupants of any structure on any Lot shall repair or restore any vehicle of any kind upon any Lot or within any structure on any Lot, except (a) within enclosed garages or workshops or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

**Section 6.22 Sidewalks.** Each Owner shall be required to maintain any sidewalk located on that Owner's Lot, using the same type of materials used in the original construction of the sidewalk. The style and location of sidewalks may not be modified or relocated without the written approval of the Association. In the event an Owner fails to maintain any sidewalk on that Owner's Lot within fifteen (15) days after receipt of written demand from the Association, the Association may have the required maintenance work completed and the Association shall have a servitude across any such Owner's Lot to complete the required work. The actual cost incurred by the Association in connection therewith shall be an Assessment against the Lot and due and payable by its Owner pursuant to ARTICLE VI of these Restrictions.

**Section 6.23 Animals.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. Domestic pets shall not roam freely, but must be leashed or detained by fences. Domestic pets shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance of any type, including, without limitation, visual, audible, physical or smell. The determination of a situation as nuisance is at the sole discretion of the Association and this determination shall be final.

**Section 6.24 Gardening.** No Lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street, or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

**Section 6.25 Playground Equipment.** Playground equipment and swing sets may be made of wood or metal. Metal equipment must be kept in good condition, free of rust and chipping paint. Wood is recommended. All playground equipment must be placed in the rear of the residence ONLY.

**Section 6.26 Basketball Goals.** Basketball goals are permitted; however, under no circumstances are basketball goals allowed to be attached to any part of a residence or other building.

**Section 6.27 Building Materials Storage.** 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.

**Section 6.28 Hunting.** Hunting of any kind is not allowed on any of the Property, except as sanctioned by the Association for pest control (including animals, birds, reptiles and insects).

**Section 6.29 Objects Placed on Lots.** No object that is visible from any street or any other Lot or may be constructed or placed on any Lot without the approval of the Association, including, without limitation, yard art (including statues), barbecue grills, and playground equipment (including swing sets, subject to the limitations outlined in Section 9.52). Such objects may be placed on Lots without the approval of the Association only if they are completely screened from view with adequate landscaping or fencing so as not to be visible from any street or any other Lot.

**Section 6.30 Seasonal Decorations.** Approval of the Association is not required for the placement of seasonal decoration on Lots; however, the Association may require removal or alteration of seasonal decoration that it reasonably deems to be offensive or a nuisance to residents of the Property. Promptly after the end of the season, all seasonal decorations visible from any street or Lot shall be removed.

## **ARTICLE VII**

### **SOIL CONDITIONS - FILL DISCLOSURE**

Each Lot sold by the Developer is sold and purchased without any warranties with respect to soil conditions. It is recommended that each Owner undertake such soil condition testing as is necessary for each Owner, architect and builder be familiar with all soil conditions on the Owner's Lot. Each Owner shall be deemed to have expressly waived, in favor of the Developer and assignees of the Developer, all warranties with respect to soil conditions of any Lot. Each Owner shall forfeit any right to avoid the purchase of a Lot or reduce the transfer consideration on account of any soil condition of any Lot. Each Owner shall be deemed to have unconditionally released the Developer and the Developer's engineers from and against any liability arising out of any claim arising out of any soil condition of any Lot. Notice is hereby given that fill material may have been spread or placed on one or more Lots. This disclosure does not restrict or limit the waiver of warranties provided above. Each Owner of Lots shall be deemed to have accepted title to Lots with full knowledge and disclosure that fill material may have been spread or placed on each Lot.

## **ARTICLE VIII**

### **RIGHTS OF THE DEVELOPER**

**Section 8.1 Completion of Development and Sales Activities.** Any provision, covenant or restriction contained in these Restrictions to the contrary notwithstanding, it shall be expressly permissible for the



Developer, its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots, and the development of Lots, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model residences, all as may be approved by the Developer from time to time, provided that the location of any construction trailers of any assignees of rights of the Developer shall be subject to approval by the Developer. The right to maintain and carry on such facilities and activities shall include specifically the right to use Improvements as model residences, and to use any model residence as an office for the sale of Lots and for related activities.

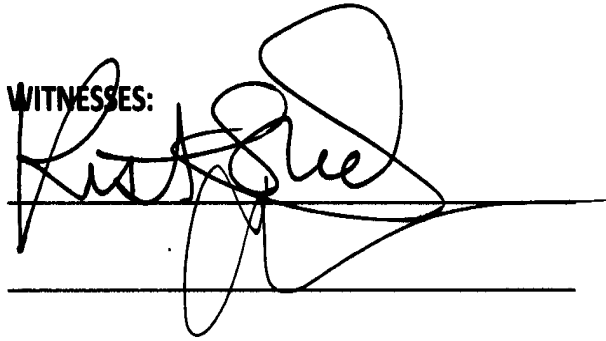
Section 8.2 Improvements and Changes. The Developer shall have the right, but not the obligation, to make improvements and changes to all Lots owned by the Developer, including, without limitation, (a) changes in the location of the boundaries of any Lots owned by Developer, (b) installation and maintenance of any utility systems and facilities, and (c) installation of security and/or refuse facilities.

Section 8.3 Control by the Developer. Any other language or provision to the contrary in these Restrictions or the Articles of incorporation or by-laws of the Association notwithstanding, the Developer hereby retains the right to appoint and remove any member or members of the board of directors of the Association and any officer or officers of the Association until two (2) years after the first date the Developer ( and any assignee of this particular right by the Developer) no longer owns any Lot or any other residential property in STUMBERG VILLAS that is subject to regulation by the Association. Every Owner, by acceptance of title to his Lot, agrees that the Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section. Within a reasonable time after the right to appoint and remove directors and officers of the Association passes to the owners of lots in STUMBERG VILLAS that are subject to regulation by the Association (including, without limitation, Owners of Lots), a special meeting of the Association shall be called. At such special meeting, a new board of directors shall be elected to undertake the responsibilities of the Association, and the Developer shall deliver all books, accounts and records, if any, which the Developer has kept on behalf of the Association and any agreements or contract executed by or on behalf of the Association during such period and which the Developer has in its possession.

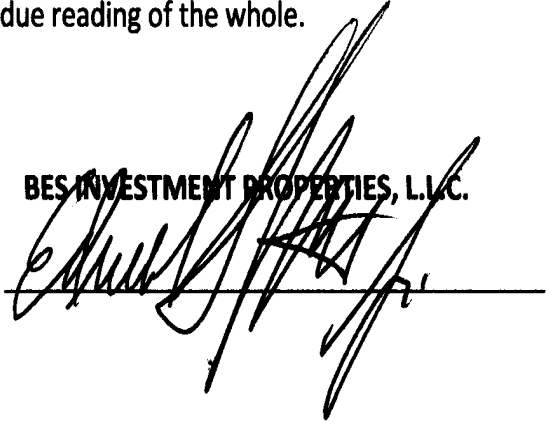
Section 8.4 Amendments by the Developer. Developer, acting alone and at any time, may amend these Restrictions by an instrument in writing filed and recorded in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, without the approval of any Owner or other person with an interest in any Lot. In any amendment of these Restrictions by Developer, Developer may add, change or delete provisions in these Restrictions, the effect of which may be to create new restrictive covenants, terminate restrictive covenants, modify restrictive covenants and/or otherwise make these Restrictions more or less restrictive. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section.

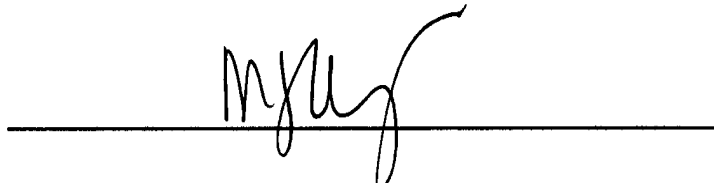
**THUS DONE AND SIGNED** in Baton Rouge, Louisiana, on 25<sup>th</sup> day of July, 2016, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

**WITNESSES:**

  
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**BES INVESTMENT PROPERTIES, L.L.C.**

  
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**NOTARY PUBLIC**

**MELODY GUILLORY  
NOTARY ID #61768  
COMMISSIONED FOR LIFE**