

**Original 43 Bundle 8183**

**RESTRICTIONS FOR PINE PARK SUBDIVISION, FIRST FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 29<sup>th</sup> day of November 1972, before me, Richard O. Rush, a Notary Public duly commissioned in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

PINE PARK DEVELOPMENT CORPORATION

Herein represented by James Hamilton Smith, President, duly authorized to appear and act by virtue of a resolution of the Board of Directors of said Corporation on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, who, after being duly sworn, declared that:

It is the owner of eighty (80) lots or parcels of ground, bearing numbers one (1) through eighty (80), both inclusive, which constitute that certain tract or subdivision which is delineated on a map prepared by Edward E. Evans, Civil Engineer, dated Nov. 29, 1972, entitled "Final Flat of Pine Park subdivision, First Filing, being a portion of the Mrs. Ernestine Lowery property, located in Section 39, T-7-S, R-1-E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana." The final plat of Pine Park Subdivision, First Filing, is on file and or record, Original 42, Bundle 8183, at the office of Clerk and Recorder of East Baton Rouge Parish; and that

Appearer has established and he hereby establishes the following restrictions and conditions for the benefit for said property, which restrictions and conditions shall run with the land and shall insure to the benefit of, and shall be binding upon, all of the purchasers, future owners, or occupants of any portion thereof, their heirs and assigns, to-wit:

- (1) All of the lots contained in this subdivision are hereby designated as residential lots, and no buildings shall be erected, altered, placed or permitted to remain on any lots other than one (1) detached single family dwelling and a private garage or carport.
- (2) The minimum area requirements for residential structures are set out as follows: (a) For single-story residence, two thousand (2,000) square feet of living area and two thousand four hundred (2,400) square feet of horizontal roof area; In determining the "living area", open porches and carports (or garages) shall not be included, but the "horizontal roof area" may include porch, carport and/or garage roofs
- (3) No building shall be located on any lot nearer to the front lot line than thirty (30) feet. No building shall be located on any lot nearer to the side property lines than eight (8) feet, except garages and carports located more than ten (10) feet from and to the rear of the main dwelling. Any accessory building located less than ten (10) feet from a main

building shall be considered as part of the main building and shall be provided with the side yard as required for the main building. Garages and carports may be attached to the main building; their location shall be controlled by the forgoing rules, depending on whether they are located more or less than ten (10) feet from the main building.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building.

- (4) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of the recorded plat.
- (5) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (6) These covenants shall not prohibit the resubdivision of lots into lots of different dimensions from those shown on the official recorded plat; provided, however, that any such resubdivision shall have the approval of the Planning Commission of the Parish of East Baton Rouge and that any such resubdivided lots shall not have a front foot measurement along the street of less than seventy-five (75) feet. This provision shall not prohibit the use of more than one (1) lot as originally subdivided or as resubdivided as a single residential site.
- (7) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently.
- (8) No livestock shall be kept on said premises.
- (9) Residences proposed to be constructed with exteriors of materials other than masonry of masonry veneer are subject to the disapproval of the Architectural Control Committee when such use of materials in their opinion, only, is not harmonious with the structures on other property covered by these restrictions.
- (10) 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 structure 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 respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless approved.

- (11) An Architectural Control Committee composed of James Hamilton Smith, Dixon K. Smith and Charles J. Phillips Jr., A.I.A., is hereby appointed. 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 shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed in connection with the administration of 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.
- (12) The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within thirty (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 related covenants shall be deemed to have been fully complied with.
- (13) Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

THUS DONE, READ AND PASSED at my office in the City of Baton Rouge, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the Appearer and me, said Notary, on the date first above written.