

Original 93, Bundle 4322

RESTRICTIONS FOR WESTMINSTER SUBDIVISION, THIRD FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the 14th day of January 1959, before me, the Undersigned 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:

SOUTHEASTERN DEVELOPMENT CORPORATION, a
Louisiana Corporation, domiciled in East Baton
Rouge Parish, herein represented by its President,
H. Earl Allen, duly authorized to so appear and act
by virtue of a resolution of its Board of Directors;

Who, after being duly sworn, deposed and said:

That he is the owner of Lots One Hundred Twenty-two (122) through One Hundred Sixty-eight (168), both inclusive, Westminster Place (Third Filing) Subdivision of East Baton Rouge Parish, Louisiana, as shown upon a blueprint of said subdivision filed as Original 1, Bundle 4293, official records of East Baton Rouge Parish, Louisiana.

Said appearer further declared that he does hereby establish the following restrictions, servitudes and covenants running with the land, which restrictions are hereby set as follows:

- (1) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two (2) cars.
- (2) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$8,500.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same of better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling more than one story.
- (3) BUILDING LOCATION. No building shall be located on any lot nearer to the front line or nearer to the side street than the minimum building setback lines shown on the

recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street line, (collector or arterial streets). No building shall be located nearer than 10 feet respectively to the street property lines of said streets. No building shall be located nearer than 5 feet to an interior lot line, except that 3 foot side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

- (4) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.
- (5) EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown of the recorded plat and over the rear five (5) feet of each lot.
- (6) NUISANCES. 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.
- (7) TEMPORARY STRUCTURES. 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) SIGNS. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the constructions and sales period.
- (9) OIL AND MINING OPERATIONS. 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 use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- (10) LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

- (11) GARBAGE AND FEFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (12) SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State or local Board of Health Authority. Approval of such system as installed shall be obtained from such authority.
- (13) SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to on any lot within 10 feet from the intersection of a street property line with the edge of a drive way or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at such sufficient height to prevent obstruction of such sight-line.
- (14) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty-five (25) 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 a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (15) ENFORCEMENT. Enforcements of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- (16) SEVERABILITY. Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED at my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the two undersigned competent witnesses and me, Notary Public, on the day and date herein first above written.

