

Third Filing

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RESTRICTIONS

PARKWOOD TERRACE

THIRD FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this 22nd day of July, 1976, 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:

PARKWOOD LAND CORPORATION, a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, herein represented by its duly authorized and undersigned officer, authorized under and by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is on file and of record in the office of the Clerk and Recorder of the Parish of East Baton Rouge, State of Louisiana, who declared:

That PARKWOOD LAND CORPORATION is the owner of LOTS 213 through 249, both inclusive, Lots 250-A, Lot 252-A, and Lots 253 through 293, both inclusive, situated in that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as PARKWOOD TERRACE, THIRD FILING, which subdivision is shown in detail by a map thereof described as:

"FINAL PLAT OF PARKWOOD TERRACE, THIRD FILING, being the subdivision of the northern portion of the original London Investment Corporation property (formerly V.J. Mire Tract) lying in Sections 31 & 54, T-5-S, R-1-E, in East Baton Rouge Parish, Louisiana" made by Toxie Craft, Civil Engineer, dated October 28, 1975 in Baton Rouge, Louisiana,

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a copy of which map is being filed for record in the office of the Clerk and Recorder of the Parish of East Baton Rouge, State of Louisiana.

Appearer further declared that it has established and does hereby establish certain building restrictions and conditions for the benefit of all of the lots hereinabove referred to in said subdivision, Parkwood Terrace, Third Filing, to be binding upon 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 Part A in their entirety shall apply to all lots in said subdivision.

PART A. RESIDENTIAL AREA RESTRICTIONS

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 detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
2. ARCHITECTURAL CONTROL. 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 on the lot 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 setback lines unless similarly approved. Approval shall be as provided in PART B.

3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Twelve Thousand and no/100 Dollars (\$12,000.00) based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality or workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:
- (1) for single-story residence with three bedrooms, 1800 square feet;
 - (2) for single-story residence with three or more bedrooms, 1800 square feet;
 - (3) for two-story residences, 900 square feet on ground floor.
4. BUILDING LOCATION. No building shall be located on any lot nearer to the front line than thirty (30) feet, nor nearer to the side property line than eight (8) feet. All corner lots have a thirty (30) foot setback on the side street, except those corner lots having a common rear lot line with another corner lot, in which case the setback on the side street shall be fifteen (15) feet. Carports may be attached to the main dwelling. The maximum building setback line of sixty (60) feet is hereby established. For the purposes of this covenant eaves, steps and open porches shall not be considered part of the buildings, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. LOT AREA. The lots with the dimensions shown on the recorded plat may not be resubdivided, provided, however, that this shall not be construed to prohibit the use of more than one lot as a building site.
6. SERVITUDES. Servitudes for installation and maintenance of utilities, streets and other matters are reserved as shown on the recorded plat.
7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. TEMPORARY STRUCTURES. No temporary structure, trailer, basement, tent, shack, garage, farm or other outbuilding shall be used on any lot at any time as a residence or storage area either temporary or permanently.
9. LIVESTOCK. No livestock shall be kept on the premises.
10. GARAGE APARTMENTS. No garage apartments shall be erected on any lot.
11. SEWERAGE DISPOSAL. No building shall be used as a residence unless public sewerage or a community sewerage system that meets all requirements of the State and Parish Boards of Health is installed.
12. COMPLETION AND EXTERIOR MATERIALS. No building shall be occupied or used as a dwelling before the exterior has been finished. Wood, when used on the exterior, shall not be considered a finished material until it is covered with paint, varnish or stain. Felt, asphalt shingles, paper, roll siding, imitation brick siding and stone marked asphalt siding shall not be used as an exterior finish material.

PART B. ARCHITECTURAL CONTROL COMMITTEE

1. MEMBERSHIP. The Architectural Control Committee is composed of Edward R. Brantley, G. Leon Netterville and William R. Hicks all of Baton Rouge, Louisiana. Any two members of the committee may designate a representative to act for him. In the event of death or resignation of any member of the committee, the remaining members 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 pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power to change, by a duly recorded written instrument, the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.
2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans, specifications and other information 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 covenants shall be deemed to have been fully complied with.

PART C. GENERAL PROVISIONS

1. TERM. These restrictions or covenants are to run with the land and shall be binding upon all parties and all persons claiming under them 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 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.
2. ENFORCEMENT. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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THUS DONE AND SIGNED by appearer in my Notarial Office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with appearer and me, Notary, on the day and date set forth.

WITNESSES:

Linda H. Mouch
Linda H. Mouch

Lillian K. Powers
Lillian K. Powers

PARKWOOD LAND CORPORATION

BY:

Edward R. Brantley
EDWARD R. BRANTLEY, PRESIDENT

F. Randall Garrett
F. RANDALL GARRETT, NOTARY PUBLIC

RECORDED
1 OCT 1976
2511-423
Melvin M. Engelhorn