

Hon. Doug Welborn, EBR Clerk of Court
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**AMENDMENT AND SUPPLEMENT TO THE
ACTS OF RESTRICTIONS FOR
PARKWOOD TERRACE SUBDIVISION
First, Second, and Third Filings**



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First, Second, and Third Filings**

Affected Restrictions of Record:

**First Filing: Original 75 Bndl 7435
Second Filing: Original 92 Bndl 8423
Third Filing: Original 836 Bndl 9154**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 23rd day of March, 2023, before me, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

PARKWOOD TERRACE IMPROVEMENT ASSOCIATION, INC. (may also be referred to as "P.T.I.A."), a Louisiana corporation with Articles of Corporation on file with the Secretary of State of the State of Louisiana and recorded in the official records of the Parish of East Baton Rouge, State of Louisiana, herein represented by Cynthia D. Miller, President of Parkwood Terrace Improvement Association, Inc.;

who did depose and say that:

PARKWOOD TERRACE IMPROVEMENT ASSOCIATION, INC., the Owner of the immovable Property hereinafter described, and by this Act, imposes upon the Property the Amendment and Supplement to the Acts of Restrictions for Parkwood Terrace Subdivision, First, Second, and Third Filings, the restrictions, conditions, liens, and servitudes, set forth hereinafter.

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1. PURPOSE

The purpose of the Acts of Restrictions is to maintain the uniform plan of development, preserve Property values, quality of life, and preservation of the natural beauty of the neighborhood. The Property described herein is subject to the Covenants, restrictions, conditions, reservations, liens, and charges hereinafter set out to ensure the best use and most appropriate development, maintenance, and improvement of each Property thereof:

- a) to protect the owners of the Property against improper use of surrounding building sites that could depreciate the value of their Property;
- b) to preserve, so far as practicable, the natural beauty of the Property;
- c) to guard against the erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials;
- d) to obtain harmonious color schemes; to ensure the highest and best development of the Property;
- e) to protect against intrusions that are inconsistent with the purposes for which this Subdivision is designed;
- f) to encourage and secure the erection of attractive homes with appropriate locations on the building sites and to prevent haphazard and inharmonious improvement of building sites;
- g) to secure and maintain proper setbacks from streets;
- h) to provide adequately for high type and quality of improvement of the Property to enhance the values of investments made by purchases of building sites therein;
- i) to ensure an enclosed subdivision with only one entrance to its residents via Lavey Lane; and
- j) in the future, to develop an emergency exit to Highway 19, Baker, Louisiana.

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1.1 Definitions

"Appurtenant" or "Appurtenance" shall mean annexed, belonging to, adjunct to a principal or main immovable Property. (Examples: driveways, ditches, fences, garages, etc.)

"Association" shall mean and refer to Parkwood Terrace Improvement Association, Inc. (may also be referred to as "P.T.I.A."), its successors, and assigns.

"Committee" shall mean and refer to the Architectural Control Committee.

"Common Area" shall mean and refer to all real Property owned by the Association for the common use and enjoyment of the Owners and other Members of the Association. The Common Area includes, but may not be limited to, the front entrance, the gazebo, and the two median areas at the front of Parkwood Terrace Subdivision, Inc. (may also be referred to as "Parkwood Terrace").

"Covenant" or "Covenants" shall mean agreement/laws that govern the P.T.I.A and Parkwood Terrace Owners.

"Duplex Home" shall mean and refer to a single building serving as a multi-family home that has two units having separate entrances into the single building. These two units share a common wall.

"Executive Committee" shall mean and refer to the elected group consisting of the President, Vice President, Secretary, Financial Secretary, Treasurer, Parliamentarian, Chaplain, and Zoom Coordinator of the P.T.I.A.

"Lot" or "Lots" shall mean and refer to any numbered Lot of land, tract, or parcel shown upon any recorded subdivision map of the Property.

"Lot Line" shall mean and refer to two (2) feet off the sidelines of any Lot(s).

"Member" or "Members" shall mean and refer to paid P.T.I.A Owners.

"Obnoxious" shall refer to any acts or behaviors considered offensive, irritating, obstructive, and/or damaging activity on any Property or in the Common Area.

"Owner" or "Owners" shall mean and refer to the record Homeowner/Owner, whether one or more persons or entities, of a fee simple title to any Lot in Parkwood Terrace.

"Plat" shall mean and refer to the Plat of Property as recorded in the East Baton Rouge Parish, Baton Rouge, Louisiana's Conveyance Records by the East Baton Rouge Clerk of Court.

"Property" or "Properties" shall mean and refer to that certain immovable Property along with any building, addition, or improvement attached to or affixed to that immovable Property that may be brought into the jurisdiction of the Association.

"Subdivision" shall mean and refer to the Parkwood Terrace Subdivision, Inc. (may also be referred to as "Parkwood Terrace") as recorded in the East Baton Rouge Parish, Baton Rouge, Louisiana's Conveyance Records by the East Baton Rouge, Clerk of Court.

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2. THE PROPERTY

2.1 Immovable Property – The immovable Property now owned by the Owners of Parkwood Terrace Subdivision, Inc., and referred to in this document and described as follows, are subject to the Covenants, conditions, and restrictions set out in this document:

That **PARKWOOD TERRACE SUBDIVISION** is composed of **LOTS ONE (1) through TWENTY-SEVEN (27)**, both inclusive, **LOTS TWENTY-NINE (29) through FIFTY-ONE (51)**, both inclusive; and **LOT FIFTY-ONE-A (51-A)**, **LOTS FIFTY-TWO (52) through SIXTY-EIGHT (68)**, both inclusive and **LOTS SEVENTY (70) through ONE HUNDRED (100)**, both inclusive situated in that Subdivision in the Parish of East Baton Rouge, State of Louisiana, known as **PARKWOOD TERRACE, FIRST FILING**, which Subdivision is shown in detail by a map thereof described as:

“FINAL PLAT OF PARKWOOD TERRACE, FIRST FILING, being the Subdivision of the northern portion of the original London Investment Corporation Property (formerly the V. J. Mire Tract) lying in **Sections 31 & 54, T-5-S, R-1-E**, in East Baton Rouge Parish, Louisiana made by Toxin Craft, Civil Engineer, dated Baton Rouge, Louisiana October 30, 1970.

PARKWOOD TERRACE SUBDIVISION, SECOND FILING, which is delineated on a map prepared by Toxie Craft, Baton Rouge, Louisiana, dated June 1973, entitled **“FINAL PLAT OF PARKWOOD TERRACE, SECOND FILING**, Being the Subdivision of the Central Portion of the Original London Investment Corporation Property (formerly the J.V. Mire Tract) Lying in **Sections 31 and 54, T-5-S, R-1-E**, East Baton Rouge Parish, Louisiana for Parkwood Land Corporation”, a copy of which map is filed and of record as **Original 92, Bundle 8423, Map Book 129, Folio 24** of the records of the Clerk of Court, Parish of East Baton Rouge. (See Complete Second Filing, maps, and building restrictions and conditions at the Clerk of Court’s Office, Parish of East Baton Rouge, Dated: July 12, 1973).

PARKWOOD TERRACE 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. (See Complete Second Filing, maps, and building restrictions and conditions at the Clerk of Court’s Office, Parish of East Baton Rouge, Dated: July 22, 1976).

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2.2 Future Developments - Any future developments or additions in this Subdivision shall be subject to these restrictions.

3. IMPROVEMENT RESTRICTIONS

3.1 Architectural Control Committee – An Architectural Control Committee (“Committee”) is appointed by the P.T.I.A.’s Executive Committee.

The primary purpose of the Committee shall be to assure that the Covenants found in this document are enforced by reviewing any plans or specifications for improvement submitted by any Owner in Parkwood Terrace.

The Committee shall have the right to approve or disapprove any plans or specifications for any residence or other building in Parkwood Terrace Subdivision that has been submitted to them for consideration. This authority to approve or reject the proposed building and/or residence on a home site in Parkwood Terrace Subdivision shall be at the sole discretion of the Committee. In the event of any dispute or controversy regarding the interpretation of these restrictions and Covenants, the decision of the Committee shall be final and non-appealable.

Additional powers may be granted to the Committee by the P.T.I.A., as deemed necessary.

The Committee shall be composed of at least five (5) people. In the event of the death, resignation, or disability of any Committee member, the Executive Committee may appoint one or more replacements or additional members to the Committee. Neither the members of the Committee nor its representative shall be entitled to any compensation for services performed pursuant to this Covenant.

The initial Committee shall be composed of the following persons: Eddie Young, Thomas Bennett, Tammie Forbes, Tasha McClain, and Morgan Watson.

3.2 Committee Approval and Timeline - The Committee must approve the plans and specifications of any building, residence, or improvements of any kind sought to be built anywhere in the Subdivision. The Committee’s approval or disapproval as required herein and elsewhere in these Covenants shall be in writing. No construction shall be started until the Committee approves the plans in writing. In the event the Committee fails to approve or disapprove within 60 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced before the completion thereof, approval will not be required, and the applicable provisions of these Covenants shall be deemed to have been fully complied with.

3.3 First-Time Construction and Remodeling - All plans and specifications for all new first-time construction submitted to the Committee shall be prepared by an architect licensed as such under the laws of the State of Louisiana. Plans for remodeling submitted to the Committee should be prepared by a licensed architect or person(s) with significant architectural experience. All remodeling should include detailed plans, including a plot plan. In addition, all new construction shall include plans for the landscaping of the Lot, which plans have been prepared by a landscape architect or professional landscaper licensed as such under the laws of the State of Louisiana.

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3.4 Occupancy - No Owner shall occupy or use their Property or permit the use of all or any part of their Property to be occupied or used for any purpose other than as a private residence for the Owner, the Owner's family, guests, or domestic help. Rental property occupants shall abide by the same rules as an Owner.

3.5 Design Guidelines – The design guidelines established by the Committee may include, without limitation, appropriate and reasonable standards for exterior finishes and materials such that materials and finishes are desirable and may exclude any such exterior finishes or materials which it deems undesirable or which, in its discretion, detracts from the value of the home or the surrounding homes or the general appearance or value of adjacent structures or the neighborhood. The Committee will encourage creating aesthetically harmonious relationships among the homes within the Subdivision and between the particular Lot and home.

- a. **Dwelling Costs, Quality And Size** - No dwelling shall be permitted on any Lot at a cost of less than Two Hundred Fifty Thousand and no/100 (\$250,000.00) for living areas restrictions are recorded. The intention and purpose of these restrictions are to assure that all dwellings shall be of quality, workmanship, and materials substantially the same or better than that which can be produced when these restrictions are recorded at the minimum permitted dwelling size.
- b. **Square Footages** – The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:

No residence shall erected on any lot in Parkwood Terrace Subdivision containing (exclusive of porches, breezeways, garages and carports, workshops, exterior bathrooms, or the like) less than the following:

Single-Story Residence (with three or more bedrooms)	2000 Square feet
Full Two-Story Residences	1000 Minimum Square feet on the ground floor

- c. **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 thirty (30) feet. Carports may be attached to the main dwelling. The maximum building setback is established at sixty (60) feet.

For the purposes of this Covenant, eaves shall not be construed to permit encroach upon any other Lot.

3.6 Design Limitations – The above Committee shall be subject to the following limitations:

- a. **Ceiling Height** - No dwelling shall exceed three stories in height.
- b. **Garages, Carports** - No garage, carport, or other car or boat storage facility can be less than 30 feet from any street it opens to.

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- c. **Garage Apartments** – No garage apartment shall be built on any Lot. Existing garage apartments will be grandfathered.
- d. **Lot Lines** – These Covenants prohibit the change in dimensions of any Lot within the Subdivision. All Lot dimensions shall remain as shown on the official recorded Plat. However, this Covenant shall not prohibit using more than one (1) Lot for one (1) residence.

No single Lot shall be subdivided. However, a single Lot may be re-subdivided with the approval of the Committee as a variance as set forth in these restrictions, if such change does not violate East Baton Rouge Parish or the City of Baker regulations.

- e. **Sewerage Disposal** – No building shall be used as a residence unless public sewerage or a community sewerage system is installed and meets all State and Parish Boards of Health requirements.
- f. **Duplex Homes** – Duplexes homes are strictly prohibited in the Subdivision.
- g. **Home-based Businesses** – Home-based businesses will not be allowed to operate if they negatively affect the residents' quiet and peaceful enjoyment of their homes. That includes any business that has deliveries, employees, clients, or customers coming to the Property. Businesses that will create a nuisance shall be prohibited.

The Committee has the right to restrict home-based businesses for any of the following reasons:

- 1) Business creates a lot of traffic, which may disturb the peace and quiet of the neighborhood.
- 2) Business causes strangers coming and going from the resident's Property.
- 3) Business causes strangers to hang out in the Common Area.
- 4) Business causes work trucks and delivery vans to be parked in the street, on driveways, or Common Area.
- 5) Business that store and/or use hazardous materials. Having a chemical storage site in the Subdivision is strictly prohibited.
- 6) Businesses that degrade the Property value of the homes in the Subdivision.
- 7) Business causes a negative effect on the quiet and peaceful enjoyment of the Owners in the Subdivision.

The Committee will regularly inspect the neighborhood to see if anything stands out. Homeowners should report businesses that create a nuisance or disrupts the peace in the Subdivision to the Committee.

3.7 Commencement of Construction - No building shall be erected, placed, or altered on any Lot until the construction plans and specifications, and a plan showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door and garage specifications, the grading plan of the Lot, plans for landscaping of the Lot on which the improvements are to be erected, and other material as the Committee may require, have been submitted to and approved in writing by a majority vote of the Committee. A copy of the finally approved plan shall be permanently filed with the Committee.

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3.8 Fences – All fence details must be submitted to the Committee for approval prior to construction, including details of decorative fences and non-perimeter fences. Gates are considered a part of fences and must be submitted for approval.

No fence or wall shall be erected, placed, or altered on any Lot closer to any street than the minimum building setback lines, unless the plans received prior approval from the Committee.

3.9 – Pools, Spas, Hot Tubs – The design and location of pools, spas, and hot tubs shall be subject to the approval of the Committee and shall be harmonious with the architecture and landscape design. Pool fences shall conform to city requirements and the requirements for fencing in these restrictions.

3.10 Clotheslines – Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited. They shall not be erected, placed, or maintained, nor shall any clothing, rugs or other items be hung from any railing, fence, hedge, or wall.

3.11 Exterior/Security Lighting – Exterior site lighting and security lighting shall not infringe upon adjacent neighbors. Utility poles are strictly prohibited.

3.12 Solar Panels – Solar collectors may be placed in the rear of homes only, subject to the approval of the Committee. Existing solar panels will be grandfathered.

3.13 Window Units – Window-mounted air-conditioning or heating units may be used in non-living area spaces ONLY, such as garages. However, they must be installed so that they are not visible from the street.

3.14 Storage – Storage sheds must be attached to the home or garage and constructed of the same materials as the residence. Prefab, free-standing, or Portable On Demand Storage (PODS) shall not be permitted. The Committee shall approve storage sheds prior to purchase or construction.

3.15 Movable - No boats, vehicles, motor-driven vehicles, such as motorcycles, go-carts, etc., campers, motor homes, mowers, all-terrain vehicles, or trailers of any kind, or parts or Appurtenances thereof, may be kept, stored, repaired, or maintained on any street or on any Lot, nor will they be allowed on any of the Common Area. Items shall only be stored on a pavement adjacent to a structure approved by the Committee. It is intended that everything be contained within an approved structure.

3.16 Occupancy of Building/Dwelling - 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.

3.17 The Sale of All Houses/Vacant Lots – It is requested that any Owner interested in selling their home or vacant Lot, notify the P.T.I.A.'s Executive Committee to be given the opportunity to provide a first offer to purchase by the P.T.I.A.

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3.18 Vacant Lots

- a. **Vacant Lots** – Vacant Lots must be maintained and cut every two weeks during grass-cutting season.
- b. **Framing** – No Lot shall be used for farming purposes, except that flowers, vegetables, and shrubbery may be grown for non-commercial purposes.
- c. **Dumping** – Lots shall not be used as a dumping ground for trash or rubbish. The cost of removal will be the responsibility of the Lot Owner.
- d. **Grass, Weeds, Dead Trees** – Grass and weeds shall be kept mowed to prevent unsightly appearance. Dead, diseased, or damaged trees on any Lot which might create a hazard to Property or person shall be promptly removed and/or repaired. The Committee may notify the Lot Owner in writing of the unsightly appearance of the Lot. If after ten (10) days notice and no action is taken by the Lot Owner, the Committee, the Association, or its representative may contract for the work to be performed and bill the Lot Owner for the work done. If not paid, the P.T.I.A. may demand and sue to reimburse such costs, including reasonable attorney's fees and other costs incurred in collecting this debt.
- e. **Lot/Lawn Maintenance** - If weeds or grass are allowed to grow more than eight (8") inches or if rubbish or trash, etc., is allowed to remain on any Lot in an amount that is considered unsightly, the Committee may notify the Lot Owner of the condition of the Lot. If after ten (10) days notice and no action is taken by the Lot Owner, the Committee, the Association, or its representative may contract for the work to be performed and bill the Lot Owner for the work done. If not paid, the P.T.I.A. may demand and sue for reimbursement of such costs, including reasonable attorney's fees and other costs incurred in collecting this debt.

3.19 Signs – No sign of any kind, except standard (16" x 24") real estate/builder signs, or "for sale by owner" signs shall be displayed to the public view on or from any building site without the prior consent of the Committee. Builders who permanently reside in the Subdivision may not place a builder sign in front of their residence permanently.

No other "for sale" signs shall be allowed on any Lot for any reason, including, but not limited to, cars, boats, travel trailers, furniture, clothing, etc. No political or election signs are allowed by non-resident political candidates campaigning for endorsements or influencing purposes.

Additionally, all yard signage must adhere to the following:

- a. All signs must be professionally produced. No handmade signs will not be permitted. This includes, but is not limited to, holiday greeting signs (i.e, Halloween/Christmas/New Year, etc.) and signs posted by elected officials who are Owners.
- b. P.T.I.A. can use signs to notify, advertise or promote community-related activities.
- c. Political signs are permitted but only for elections specific to Parkwood Terrace residents. Political signs can be displayed no more than two months before an election and taken down on election day. Signs are not permitted in the Common Area or at the entrance/exit to the Subdivision (specifically near the gazebo, nor "bricked" entrance areas), except on election day.
- d. Open House Signs (by builder or Owner) are permitted, but they must adhere to limits in section a) of this section.
- e. Home Security Alarm signs are permitted.
- f. Signs to announce births, birthdays, anniversaries, and other special events are permitted; however, these signs must be removed after that date/activity has ended.

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- g. Advertising a business or event is not permitted. If an Owner wishes to advertise or promote an event, they can place an ad in *The Pipeline*, the official newsletter of Parkwood Terrace Subdivision.
- h. Offensive signs are prohibited.

3.20 Licensed Contractors – Builders must be Licensed Residential Contractors.

4. GENERAL COVENANTS, OBLIGATIONS, AND RESTRICTIONS

4.1 Servitudes - Various servitudes for installing and maintaining public utilities, drainage facilities, and sidewalks are reserved as shown on recorded Plats of the Property. Within these servitudes, no structure, planting of other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow or drainage of water through drainage channels in the casement or which may interfere with the passage along the sidewalks. The servitude area of each building site and all improvements in it shall be maintained continuously by the Owner of the building site, except for those improvements for which a public authority or utility company is responsible.

4.2 Nuisances – No obnoxious or offensive activity shall be carried on, nor shall anything be done which may be or become any annoyance or nuisance to the other Owners. In its sole discretion, the Committee's decisions shall be final as to what does or does not constitute an annoyance or nuisance.

4.3 Outside Lighting/Outside Music/Sound-producing Devices – Outside lighting, outside music, and other sound-producing devices shall be subject to the approval of the Committee. Outside music should not be played so loudly that it is considered a nuisance by Owner/neighbors. This prohibition applies to speakers mounted on vehicles or otherwise played outside of homes under construction. (City of Baker Ordinance)

4.4 Parking – No vehicle shall be parked on any street or in front of residences on a frequent, regular, or permanent basis after the construction of a home is completed. No vehicles may be parked on or within the driving surface or shoulders of the Subdivision. No vehicles may be parked on any driving surface in any manner which blocks the driving surface in any road or private driveway. No vehicle shall be parked in any curve in the road of the Subdivision. Any unregistered, unauthorized, or illegally parked vehicles of any kind will be towed off the Property at the expense of the Owner of the vehicle. There shall be no storage or obstructions placed or parked on any landscape area without the written consent of the Committee. (East Baton Rouge Parish and City of Baker Ordinances)

4.5 Speed Limit – The established speed limit within the Subdivision is 25 miles per hour for autos, motorcycles, construction vehicles, and light trucks.

4.6 Firearms – The use of firearms or air guns will be strictly prohibited in Subdivision. (E.B.R. Parish Ordinance)

4.7 Usage - None of the Subdivision property, nor any part of it, may be used for an immoral, improper, offensive, or unlawful purpose or activity. All valid laws, zoning ordinances, and regulations of all governmental bodies having applicable jurisdiction over the Subdivision shall be

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observed. The responsibility of meeting requirements of governmental bodies which require maintenance, modification, or repair of the Subdivision property shall be the same and enforceable in the same manner as the responsibility for the maintenance and repair of the Property concerned.

4.8 Maintenance of Landscape – Each Owner shall be responsible for the maintenance of all landscaping on their Lot and for maintaining their Lot, residence, and driveway in a clean and orderly fashion at all times. The Owner shall be responsible for paying all costs of the maintenance and for any repairs which may be necessary.

4.9 De-Clutter Outdoor Spaces – Each Owner shall maintain the outdoor spaces around the Property to enhance the beauty and appeal of residences and community. This includes spaces on the front porch, stoop, and entryway to the Owner's home.

4.10 Owner Lawn Maintenance - Owners shall be responsible for keeping the Property mowed at all times and free from rubbish, trash, debris, and Noxious weeds. Occupied or vacant Lots shall be maintained and cut every two weeks during the grass-cutting season. If weeds or grass are allowed to grow more than eight inches (8") or if rubbish or trash, etc., is allowed to remain on any Property in such amounts as shall be considered unsightly, the Committee shall notify the Property Owner in writing of the condition. If, after ten (10) days, no action is taken by the Owner, the Committee, the Association, or its representative may cause the work to be performed and bill the Lot Owner for the work done. If not paid, the P.T.I.A. may demand and sue for reimbursement of these costs, including reasonable attorney's fees incurred in collecting this debt.

4.11 Common Area - There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Committee.

4.12 Trash - No rubbish, trash, garbage, or other waste materials shall be accumulated, dumped, or maintained on any Lot in the Subdivision. Garbage containers shall not be placed near the street more than one (1) day prior to scheduled garbage pickup. Empty containers shall be removed on the day of pickup. Lot Owners shall keep their respective Property evenly mowed and free of weeds, trash, and bare areas. Garbage containers must be kept out of sight from the street, except during collection hours. In the event an Owner fails to meet this obligation after ten (10) days written notice, the Committee, the Association, or its representative may cause the work to be performed and bill the Owner for the work done. If not paid, the P.T.I.A. may demand and sue for reimbursement for these costs, including reasonable attorney's fees and other costs incurred in collecting this debt.

It shall be the responsibility of each Owner and tenant to:

- a. to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on their Property;
- b. to ensure that no grass clippings or debris shall be dumped in the drainage system (includes, but is not limited to, pine needles, pinecones, loose limbs, etc.);
- c. to remove and place large debris items at the Owner's Property's curb at the street for special collection. This includes, but is not limited to, grass clippings, pine needles, pinecones, loose limbs, etc.;
- d. to prevent accumulations that shall tend to substantially decrease the beauty of the community as a whole or the specific area;

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- e. to place no loose trash about the Property or Lot at any time (including, but not limited to, limbs, wood pilings, etc.), and;
 - f. to ensure that garbage containers are kept out of sight from the street, except during collection hours.
- (E.B.R. Parish and City of Baker Ordinances)

4.13 Pets/Animals – There shall be no raising of livestock such as cows, horses, goats, pigs, sheep, rabbits, or poultry of any kind. Domestic animals shall not roam freely but must be leashed or detained by fences. When walking your pet, clean up any waste your pet may cause. Domestic animals shall not be of such kind or disposition or kept in such numbers as to cause a nuisance. The determination of a situation as a nuisance is at the sole discretion of the Committee, and this determination shall be final. (E.B.R. Parish and City of Baker Ordinances)

4.14 Human Habitation - No trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used at any time for human habitation, temporarily or permanently.

4.15 Mobile Homes - Keeping a mobile home (excluding R.V.s and Travel Trailers) or trailer, either with or without wheels, on any parcel of Property covered by the Covenants is strictly prohibited. A motorboat, houseboat, or other similar water-borne vehicles may be maintained, stored, or kept on any parcel of Property covered by these Covenants only if entirely housed within a structure that the Committee has approved. Those with existing ones will be grandfathered as of the filing date of this Act of Restriction for Parkwood Terrace Subdivision.

4.16 Dual Axis Vehicles - No trucks or trailers with dual axis shall be permitted in the Subdivision other than for delivery. No trucks shall be placed at a "Dead End" street. No flags shall be placed in the Common Area.

5. GENERAL PROVISIONS

5.1 Time Period of Restrictions - These Covenants (stipulations and restrictions) shall be automatically extended for a successive period of (10) years, unless, by written consent of the majority of the then Owners of the Lots in the Subdivision, duly recorded in the conveyance records of East Baton Rouge Parish, it is agreed to change the stipulations and restrictions in whole or in part. In this event, the Covenants referred to in the instrument in which two-thirds (2/3) of the majority of the Owners voted to abolish the Covenants shall cease to have further force or effect on the date of the vote. All remaining restrictions, amended or otherwise, shall remain in full force and effect for the next term.

5.2 Enforcement – Enforcement shall be by proceedings of law or in equity in the appropriate legal forum against any person or persons violating or attempting to violate any Covenant, to either restrain the violation or to recover damages.

5.3 Severability – In the event any provision contained herein should, by a court of competent jurisdiction, be deemed to be illegal or invalid, or any part hereof deemed unenforceable, that judgment shall not affect any of the other provisions or parts, which shall remain in full force and effect.

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5.4 Amending Restrictions – The Parkwood Terrace Improvement Association, Inc., reserves the right to amend this Act of Restrictions one or more times, to add additional Lots to the Subdivision and to impose on the Lots the building and use restrictions, conditions, liens, and servitudes contained in this Act of Restrictions or any other building and use restrictions, conditions, liens, and servitudes as provided in the Act of Amendment. The Amendment shall be in writing and shall be effective when filed for registry in the official records of East Baton Rouge Parish, State of Louisiana. Upon filing this Amendment to the Act of Restrictions, the Lots described in this Act and the Lots described in the Amendment shall constitute a single Subdivision. The building and use restrictions, conditions, liens, and servitudes contained in this Act and in the Amendment shall be binding on each Lot and fully enforceable by each Lot Owner in the Subdivision.

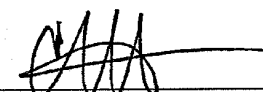
THUS DONE, READ, AND PASSED in the Parish of East Baton Rouge, State of Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 23rd day of March, 2023.

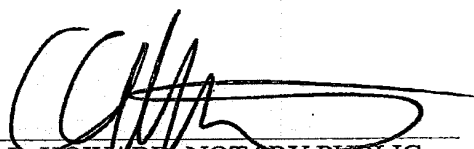
WITNESSES:

PARKWOOD TERRACE
IMPROVEMENT ASSOCIATION, I.N.C.


TASHA ELBERT-McCLAIN

VALIORY S. HILLS


By: CYNTHIA D. MILLER


VERONICA L. HOWARD, NOTARY PUBLIC
NOTARY PUBLIC NUMBER 43547
MY COMMISSION IS FOR LIFE



OFFICIAL SEAL
VERONICA L. HOWARD
NOTARY PUBLIC NO. 43547
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

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