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RESTRICTIONS FOR

COMITE HILLS SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

JBFH CORPORATION, a Louisiana corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of East Baton Rouge, herein represented by Harry D. Hodges, Vice President, pursuant to a resolution of the Board of Directors, a copy of which is on file and of record in the office of the Clerk and Recorder for the said Parish and State, who after being duly sworn, declared the intention of said corporation as follows:

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The said corporation is the owner of a tract of land containing 205 acres, more or less, located in Sections 41 and 42, T-6-S, R-2-E, as shown on a map or "Final Plat of Comite Hills Subdivision", which tract is subdivided into LOTS NUMBER ONE (1) through FIFTY-EIGHT (58), inclusive, which is set out on a map prepared by Edward E. Evans and Associates, Inc., captioned "Final Plat Of Comite Hills Subdivision Located In Sections 41 & 42, T 6 S - R 2 E Greensburg Land District, Louisiana East Baton Rouge Parish, Louisiana For J.B.F.H. Corporation", a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge.

The appearer further declared that said corporation has established and does hereby establish certain building restrictions and conditions for the benefit of future owners of said property of any part hereof. It being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

1. Lots Number One (1) through Fifty-eight (58), inclusive, are hereby designated as residential Lots and restricted to residential uses only, and 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 three (3) cars.

2. 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. Any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick, stone or cedar shake (stucco, asbestos siding, concrete block or PREFABRICATED construction being specifically prohibited) and provided that at least Sixty (60%) per cent of the exterior, building material of each residence consists of brick. The balance, in the discretion of the

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3. The minimum requirement for residential structures is set out as follows:

There shall be a minimum of Fifteen Hundred (1,500) square feet of living area in each house, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport. In the event that the building to be erected shall contain more than one story, then in that event a minimum of One Thousand (1,000) square feet of enclosed living area is required on the first or ground floor.

It is further provided that each residence will have a carport for at least two or three cars. Single carports being specifically prohibited.

4. No building shall be located on any lot nearer to the front property line than Sixty (60') feet on Triple B Road and Frontier Drive, and Forty (40') feet on Chaparral Place, nor nearer to the side property line than Twenty (20') feet. Carports must be attached to the main dwelling. For the purpose of this covenant, eaves and steps shall not be construed as part of a building, provided, however that this shall not be construed to include any portion of a building on a lot to encroach upon another lot, and provided, however, that this shall not be construed to include the garage.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. 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.

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7. No lot shall be resubdivided except as approved by the City-Parish Planning Commission; however, this does not prohibit the use of more than one lot combined to form a single residential site.

8. Owner shall be permitted to have on the premises domestic animals, including but not limited to dogs, cats, horses, cows and goats, provided that this provision shall not be construed to mean that commercial animals shall be maintained or raised on the premises. Further, this provision shall not permit an owner to maintain animals that become obnoxious to the community. Any complaints shall be referred to the Architectural Control Committee as provided hereafter and their decision determined by the majority vote shall be final.

9. No fence shall be erected on any lot beyond the front of the residence built thereon, unless the same be built of brick or wood and provided it shall be approved by the Architectural Control Committee, whose decision shall be final.

10. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, however, this does not prohibit the use of barns so long as the same is not used as a residence. Barns shall be permissible provided that they shall be approved by the Architectural Control Committee. The use of tin is specifically prohibited, except as roofing on any barns. Further, barns, garages, and other attached or unattached buildings may be used as storage or work shops so long as their use is not obnoxious to the neighborhood. Any complaints shall be referred to the Architectural Control Committee, whose decision shall be final. No structure, in addition to the main dwelling, may be constructed without first having been approved by the Architectural Control Committee. All out buildings shall be constructed of cedar, redwood, cypress or an equal. All out buildings shall be painted or stained. Asbestos siding is hereby specifically prohibited.

11. An Architectural Control Committee composed of Harry D. Hodges, Levi C. Johns and Frank G. Sullivan, Jr., is hereby appointed. Harry D. Hodges is hereby appointed the Chairman of said committee. 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 members shall have full authority to designate a successor. Neither the members of

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for services performed pursuant to this covenant. The Architectural Control Committee herein provided shall serve until 90% of all lots established in the entire tract of land owned by JBFH CORPORATION and known as Comite Hills Subdivision, shall have been developed and sold. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions shall be final and non-appealable. Upon the sale of 90% of all lots in the subdivision, then and in that event the authority and existence of the Architectural Control Committee shall terminate and a subdivision committee shall be selected as provided by a majority of the then owners of lots in Comite Hills Subdivision. This committee shall take over all functions previously resting in the Architectural Control Committee.

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, fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, in writing, 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 relative covenants shall be deemed to have been fully complied with.

13. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the East Baton Rouge Parish Health Unit. Plans for such system may be obtained from said Health Unit.

14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these covenants shall be 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 shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damage.

16. Invalidity 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.

17. No prefabricated or salvaged houses may be placed on any lot.

18. No house trailer shall be parked on the above described lots, and camping trailers shall be parked no nearer than One Hundred (100') feet from the street.

19. Out buildings shall be located a minimum of Seventy-five (75') feet behind the residence.

20. Tract "X" containing 27.50 acres and Tract "Y" containing 4.33 acres as shown on the above referred to plat shall be limited to those uses set forth in the East Baton Rouge Parish Zoning Ordinances under the classification known as "R" or Rural Zoning.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 10th day of February, 1971.

WITNESSES:

JBFH CORPORATION:

Evelyn D. Dixon
Evelyn D. Dixon
Wanda J. Edwards
Wanda J. Edwards

By: Harry B. Hodges
Harry B. Hodges, PRES FOR RECORD

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