

C

Orig 460 80119138

4th

RESTRICTIONS FOR
COMITE HILLS SUBDIVISION, FOURTH FILING

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:

JBPH CORPORATION, a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, herein represented by Harry D. Hodges, Vice President, he being duly authorized by virtue of a resolution on file in the Official Records of the Parish of East Baton Rouge, Louisiana, who after being duly sworn, declared the intention of said corporation as follows:

The said corporation is the owner of Lots Numbers ONE HUNDRED SEVENTY ONE (171) through TWO HUNDRED TWENTY NINE (229), both inclusive, of COMITE HILLS SUBDIVISION, FOURTH FILING, situated in the Parish of East Baton Rouge, Louisiana, and being designated according to the official map thereof made by Edward E. Evans & Associates, Inc., Consulting Engineers, a copy of which map is on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

550
2482

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 or 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 Numbers One Hundred Seventy One (171) through Two Hundred Twenty Nine (229), both 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 Architectural Control Committee, may be trimmed in wood or other acceptable

4th

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

There shall be a minimum of Eighteen Hundred (1800) 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 Fourteen Hundred (1400) 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 cars, but not more than three cars, having a minimum width of twenty (20) feet. Single carports being specifically prohibited.

4. No building shall be located on any lot nearer to the front property line than the minimum building set back line as shown on the official plat of the subdivision, nor nearer to the side property line than Twenty (20) feet. Carports must be attached to the main dwelling. For the purpose of this covenants, 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.

513

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 permanent, 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 no 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 outbuildings shall be constructed to cedar, redwood, cypress or an equal. All outbuilding shall be painted or stained. Asbestos siding is hereby specifically prohibited.

4th

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 the Committee nor its representative shall be entitled to any compensation 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, Fourth Filing, 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, Fourth Filing. 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 not 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.

514

13. The Architectural Control Committee as created in Article 11 above shall have the right and authority to review the plan for the installation of culverts within the roadside ditches by individual lot owners, including the horizontal and vertical details for grade inlets, and no such culverts shall be installed by any lot owners in the subdivision without the prior approval of the Architectural Control Committee. This provision shall not apply to the installation of culverts for single driveways which are not over forty (40) feet in width.

14. No personal 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

4th

20. Out buildings shall be located a minimum of Seventy Five (75) feet behind the residence.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 22 day of March, 1976.

WITNESSES:

JBFH CORPORATION

Norma R. Abbott
Norma R. Abbott

By Harry M. Douglas
Vice President

Corinne H. Stephens
Corinne H. Stephens

Ben R. Downing, Jr.
Ben R. Downing, Jr. Notary Public

515

2011

INFO FOR RECORD
MAR 23 3 57 PM '76
COMM. 2482
FBI

4th

ORIG 278 BDL9495

AMENDED RESTRICTIONS FOR
COMITE HILLS SUBDIVISION, FOURTH FILING

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:

HARRY D. HODGES, LEVI C. JOHNS, AND FRANK G. SULLIVAN, JR., who hereby declared unto me, Notary that they are the members of the Architectural Control Committee for Comite Hills Subdivision, 4th filing, and that they do hereby amend the restrictions for the fourth filing of said Comite Hills Subdivision to read as follows:

"Paragraph 4. No building shall be located on any lot nearer to the front property line than the minimum building set back line as shown on the official plat of the subdivision, nor nearer to the side property line than twenty (20) feet, with the exception of Lot 217, which has a side set back line of fifteen (15) feet. Carports must be attached to the main dwelling. For the purpose of this covenant, eaves and steps shall not be construed to include any portion 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."

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 4th day of May, 1982.

WITNESSES:

Anita L. Burcham
ANITA L. BURCHAM
Will Mulina
WILL MULINA

Harry D. Hodges
HARRY D. HODGES
Levi C. Johns
LEVI C. JOHNS
Frank G. Sullivan, Jr.
FRANK G. SULLIVAN, JR.

Peggy F. Wiley
PEGGY F. WILEY --- NOTARY PUBLIC

ORIG 278 BDL9495
EAST BATON ROUGE, LA.
MAY 4 1982

CERTIFIED TRUE COPY
00-063850

ORIG 278 BDL9495