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ORIG 522 BNDL 9613

RESTRICTIONS FOR
COMITE HILLS, SIXTH FILING, PART I

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:

WIN TURNER BUILDER, INC., 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 Winton E. Turner, President, he being duly authorized by 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 TWO HUNDRED FIFTY-EIGHT (258) through TWO HUNDRED SEVENTY-SEVEN (277), both inclusive, of COMITE HILLS, SIXTH FILING, PART I, situated in the Parish of East Baton Rouge, Louisiana, and being designated according to the official map thereof made by Evans-Graves Engineers, Inc., Engineering Consultants, 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.

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. All of said lots 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 per cent (60) 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:

(a) 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.

(b) 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.

(c) The principal residence may include "mother-in-law" living quarters providing that said "mother-in-law" living quarters shall meet the following requirements:

(1) Maximum of Seven Hundred (700) square feet;

(2) Attached to the residence located on the lot;

(3) Submission of plans for approval prior to construction thereof in accordance with the provisions of Article 11 hereof and the prior approval by the Architectural Control Committee as to exterior design and complete harmony with the principal residence and the neighborhood.

(4) The square footage contained in the "mother-in-law" living quarters shall not be considered in determining the minimum square footage of living area required under Paragraph 3 (a) above.

(5) Mother-in-law quarters may be occupied only by the immediate members of the family occupying the principal residence and may not be commercially leased or rented to anyone.

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 Fifteen (15) 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.

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 building.

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 located at least Fifty (50) feet behind the rear wall of the dwelling and a minimum of Twenty (20) feet from a side line. 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 outbuildings shall be constructed of cedar, redwood, cypress or an equal. All outbuildings shall be painted or stained. Asbestos siding is hereby specifically prohibited.

11. An Architectural Control Committee composed of Winton E. Turner, Harry D. Hodges and Levi C. Johns is hereby appointed. Winton E. Turner 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 Win Turner Builder, Inc. and known as Comite Hills, Sixth Filing, Part I, 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, Sixth Filing, Part I. 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. 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 person shall provide or install a method of sewerage treatment other than the installation of a home mechanical sewer treatment plant which is to be approved by the City-Parish Department of Public Works, the Board of Health and the Architectural Control Committee.

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.

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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.

20. Out buildings shall be located a minimum of Fifty (50) feet behind the residence.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 17th day of October 1983.

WITNESSES:

WIN TURNER BUILDER, INC.

Toni P. Thompson By Walter E. Turner
Toni P. Thompson

Mary A. Montgomery
Mary A. Montgomery

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

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RESTRICTIONS FOR

COMITE HILLS, SIXTH FILING, PART II

ORIG 378 BNDL 10190

OK'd 378 Bndl 10190

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, a resident of the full age of majority of the Parish of East Baton Rouge, Louisiana, owner and developer of said subdivision,

who after being duly sworn, declared his intention as follows:

The said appearer is the owner of Lots Numbers TWO HUNDRED SEVENTY-EIGHT (278) through TWO HUNDRED NINETY-NINE (299), both inclusive, of COMITE HILLS, SIXTH FILING, PART II, situated in the Parish of East Baton Rouge, Louisiana, and being designated according to the official map thereof made by Evans-Oraves Engineers, Inc., Engineering Consultants, 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.

The appearer further declared that he has established hereby 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. All of said lots 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 (Klugco, asbestos siding, concrete block or PREFABRICATED construction being specifically prohibited) and provided that at least sixty per cent (60) 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 materials.

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

(a) 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.

(b) 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.

(c) The principal residence may include "mother-in-law" living quarters providing that said "mother-in-law" living quarters shall meet the following requirements:

(1) Maximum of Seven Hundred (700) square feet;

(2) Attached to the residence located on the lot;

(3) Submission of plans for approval prior to construction thereof in accordance with the provisions of Article 11 hereof and the prior approval by the Architectural Control Committee as to exterior design and complete harmony with the principal residence and the neighborhood.

(4) The square footage contained in the "mother-in-law" living quarters shall not be considered in determining the minimum square footage of living area required under Paragraph 3 (a) above.

(5) Mother-in-law quarters may be occupied only by the immediate members of the family occupying the principal residence and may not be commercially leased or rented to anyone.

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 Fifteen (15) 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.

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

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 located at least fifty (50) feet behind the rear wall of the dwelling and a minimum of Twenty-five (25) feet from any line. 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 outbuildings shall be constructed of cedar, redwood, cypress or an equal. All outbuildings shall be painted or stained. Asbestos siding is hereby specifically prohibited.

11. An Architectural Control Committee composed of Winton E. Turner, Harry D. Hodges and Levi C. Johns is hereby appointed. Winton E. Turner 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 Win Turner Builder, Inc. and known as Comite Hills, Sixth Filing, Part I, 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, Sixth Filing, Part I. 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. 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 person shall provide or install a method of sewerage treatment other than the installation of a home mechanical sewer treatment plant which is to be approved by the City-Parish Department of Public Works, the Board of Health and the Architectural Control Committee.

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.

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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.

20. Out buildings shall be located a minimum of Fifty (50) feet behind the residence.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 9th day of October 1990.

WITNESSES:

Linda Poche

Harry D. Hodges
HARRY D. HODGES, Owner

Warren Davis S.

[Signature]
NOTARY PUBLIC

ORIG 378 BNDL 10190

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1990 NOV 29 AM 09:24:08
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PHILIP N. BURT
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG 953 BNDL 10198

AMENDED RESTRICTIONS FOR COMITE HILLS, SIXTH FILING, PART II

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 and BETTYE JEAN LEWIS HODGES, born Lewis, married to and living with each other, both residents of lawful age of the Parish of East Baton Rouge, State of Louisiana, the said BETTYE JEAN LEWIS HODGES being represented herein by HARRY D. HODGES, pursuant to a Power of Attorney on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana,

who, after being duly sworn, declared as follows:

By Act dated October 9, 1990, Harry D. Hodges did execute certain restrictions for Comite Hills Subdivision, Sixth Filing, Part II, which Act was recorded as Original 373, Bundle 10190 in the records of the Clerk and Recorder for East Baton Rouge Parish, Louisiana.

The said Apparexers being the owners of Lot Numbers 278 through 299, both inclusive, of Comite Hills Subdivision, Sixth Filing, Part II, situated in the Parish of East Baton Rouge, Louisiana, and being designated according to the official map thereof made by Evans-Graves Engineers, Inc., Engineering Consultants, 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, do hereby declare that they amend Paragraph 11 of the Restrictions for said Comite Hills, Sixth Filing, Part II, to read as follows:

11. An Architectural Control Committee composed of Winton E. Turner, Harry D. Hodges and Levi C. Johns is hereby appointed. Winton E. Turner 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 of the Committee shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee herein provided shall remain in effect until the date of the next meeting of the Committee.

entire tract of land owned by Harry D. Hodges and Bettye Jean Lewis Hodges and known as Comite Hills, Sixth Filing, Part II, 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, Sixth Filing, Part II. This committee shall take over all functions previously resting in the Architectural Control Committee.

The said Appearers declare that the said Appearers do hereby ratify and affirm the restrictions filed as Original 373, Bundle 10190 as amended herein.

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the 8th day of January, 1991, in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

Linda Poche

Harry D. Hodges
HARRY D. HODGES, Owner

BETTIE JEAN LEWIS HODGES, Owner

[Signature]

BY: Harry D. Hodges
Harry D. Hodges, Agent
and Attorney-in-Fact

Phil E. Miley
Phil E. Miley
NOTARY PUBLIC

ORIG 953 BNDL 10198

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

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PHILIP M. BURT
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY

BY _____
DEPUTY CLERK & RECORDER