

RIVER BEND – NINTH FILING
BUILDING RESTRICTIONS

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on the date indicated below the following agreement was entered: Belle Grove, Inc., a Louisiana corporation authorized to do and doing business in the Parish of East Baton Rouge, Louisiana, represented herein by its duly authorized president, William D. Ourso, who, after being duly sworn did declare:

That William D. Ourso is the owner of Riverbend Subdivision, NINTH FILING, situated in East Baton Rouge, Louisiana, being more fully described as follows:

A certain tract or parcel of ground known as Riverbend Subdivision, Ninth Filing, located in East Baton Rouge Parish state of Louisiana, according to the Final Plat of Riverbend Subdivision, Ninth Filing, made by Ben Breaux & Associates, a copy of which has been recorded with the Clerk and Recorder of the Parish of East Baton Rouge as Original 935, Bundle 9971, on the 23rd day of December, 1987, and is referred to hereion as though set our in full.

Appearer, on behalf of Belle Grove, Inc. does hereby establish the following servitude of usage protective covenants and restrictions affecting all but one of the above referred to lots in the said Ninth Filing, which said servitude of usage, protective covenants and restrictions shall run with the land and shall be in favor of each and all of the lots in River Bend Subdivision, Ninth Filing, being Lots #822 through 848, inclusive, and shall be in favor of appearer and any one or more of the future owners of lots in the said subdivision, their heirs, successors and assigns. The said servitude of usage, protective covenants and restrictions are as set out as follows:

The said servitudes and building restrictions are as set out as follows:

1. RESIDENTIAL USE:

All of the lots shown to be subject to these said restrictions contained in the said subdivision are as residential and no part of the property described above shall be used for commercial purposes or apartment houses, and not more than one single family residence, with accessory buildings, shall be built or

constructed on each lot. No school, church, assembly hall, or fraternal group home shall be built or permitted on any of the lots said subdivision. No lot may be subdivided in order to house more than one residence upon a lot. The owner of any two (2) or more adjoining Lots having frontage on the same street may erect a residence on said lots which shall be considered for the purpose of these said restrictions as one building lot. No lot or lots shall be sold except with the description shown on the official plat of the said subdivision.

2. UNDERGROUND ELECTRIC SERVICE:

This subdivision will be served by an underground electric distribution except where the elevation of the ground is such that underground electric facilities would be impractical or dangerous in the opinion of the utility company serving the subdivision. The type of service supplied will be alternating current at approximately sixty cycles per second single phase, three wire, 120/240 volts, and metered at 240 volts. Any purchaser of lots in Riverbend Subdivision understands and agrees that only underground electric service of 120/240 volts single phase, three wire, will be available, and the locked rotor current of any motor connected to this service will be limited in accordance with standard service practices of the utilities company.

3. CONSTRUCTION LIMITATIONS:

(a) For residences on Ninth Fling, minimum square footage will be 2,300 heated living area with a minimum of 2,000 on the ground floor in the event of a 1 ½ story or 2 story home. In computing or determining the “heated living area” open porches, screened porches, porches with removable windows, breezeways, patios, landing, outside or unfinished storage or utility areas, garages, carports and any other area having walls, floors or ceilings not completed as interior living space shall not be included.

(b) All residences shall be constructed with ceilings in ground floor rooms on not less than nine (9’) feet high with the exception of furr down areas needed to run duct work for air conditioning and heating in homes having more than one story.

(c) The roof lines of all residences and detached garages shall have a minimum pitch or slope such that for each twelve (12’) horizontal feet of roof there shall be seven (7’) feet of rise or height.

(d) All residences shall be constructed with genuine old brick. No simulated brick will be allowed.

4. BUILDING SET-BACK LINES:

Building set back lines will be set by the Architectural Control Committee.

- (a) No buildings shall be located on any lot within eight (8') feet of any side or rear property line.
- (b) Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than eight (8') feet. No garages may face the street on which the residence fronts. All garages and carports for residences on corner lots shall have a door and shall be constructed so that the contents are not visible from street on which house fronts. All residences shall have a garage or carport which will accommodate not less than two (2) automobiles. If carport or garage is enclosed for additional living space, new carport or garage must be built according to said restrictions and only with the approval of Architectural Control Committee.
- (c) Detached garages and/or accessory building shall not be erected closer than eight (8') feet to any sideline nor nearer than ten (10') feet to the rear lot line.
- (d) No trees, shrubs or other plants shall be planted or maintained and no building, fence, structure or improvement shall be constructed or installed within or over any servitude or right-of-way created by these restrictions or shown on the Final Plat of subdivision so as to prevent or unreasonably interfere with any purpose for which the servitudes was created or granted.
- (e) For purposes of these restrictions, a lot shall be deemed to "front" on the side having a street or in the case of a corner lot, on the side having the shortest property line along a street; the "side" lines shall be the property lines running roughly perpendicular to the "front" the "rear" line shall be the property line running roughly parallel to the "front".

5. **SERVITUDES OF RIGHTS OF WAY:**

Servitudes and rights of ways for the installation and maintenance of utilities and drainage facilities, as shown on the Final Plat of Riverbend Subdivision, Fourth Filing, Part I, are dedicated to the perpetual use of the public for such purposes. Existing servitudes as shown on the said final plat are subject to limited usage by lot owners as shown. The dedication of the servitudes and rights-of-way made here or on the said final plat are subject to full reservation of all mineral rights.

6. **COMERCIAL ACTIVITIES:**

No commercial, business or trade activity, or noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on the same lots.

7. NEW STREETS:

No new streets, roads, alleys, servitudes of passage or other vehicles of any kind shall be constructed, created, maintained or allowed on any lot except one private driveway serving only the lot on which it exists. No driveway shall be surfaced with any material other than concrete except when the Architectural Control Committee would approve a surface and it's base.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one sign per lot of not more than five (5') square feet advertising said property for sale or rent with the exception of the developer, Belle Grove, Inc. who will place a sign at the entrance of the development advertising the Ninth Filing.

9. MINERAL OPERATIONS:

No oil or gas drilling, mining development operations, production or treatment facilities, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designated for the use in boring for oil or natural gas or other minerals shall be erected, maintained, or permitted upon any lots, even temporary.

10. PARKING AND USE OF TRAILERS:

No house trailers, recreational vehicles or trailers, school buses, motor homes, boats, motor homes, commercial vehicles, or trucks shall be kept, stored, repaired or maintained on any lot, servitude, or right of way, in such a manner as to be visible from the street on which the lot fronts. No structure of a temporary character, trailer, basement, tent, shack, barn, hot-house, or other outbuilding (except detached garages) shall be allowed on any lot, except as a part of construction approved in advance by the Architectural Control Committee.

11. BUILDING MATERIALS STORAGE:

No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon.

12. GARDENING

No lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and vegetable gardens may be grown when located or fenced so as not to be visible from any street.

13. LIVESTOCK AND ANIMALS:

No livestock, animals, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other ordinary household pets, excluding reptiles, may be kept, provided they are not kept, bred, or maintained for any commercial purposes and further provided that they are kept, bred or maintained otherwise in accordance with law.

14. GARAGE APARTMENTS:

No garage apartment shall be erected or maintained on any lot. However, garages with living quarters may be erected for occupancy by domestic servants actually employed and working on a full time basis for the family occupying the residence on the same lot. Other than as permitted above, no garage may be used as living quarters. No garage shall be remodeled or enclosed into living area without construction of an additional garage or carport and as approved by Architectural Control Committee.

15. TEMPORARY STRUCTURES:

No structure of temporary character and no trailer, recreational vehicle, ten, shack, barn or other outbuilding shall be used as a residence either temporarily or permanently.

16. WEED REMOVAL:

Lot owners shall keep their respective lots mowed and free of noxious weeds and shall keep the lots free of trash and unsightly matter. In the event that an owner fails to discharge this obligation, or clean up the trash within ten (10) days after receipt of written demand from the Architectural Control Committee, the committee may mow, cut or clean the lot and shall be entitled to record in the mortgage records of this parish an affidavit reciting the date and manner of notice and demand attaching a copy thereof together with an itemization of the actual cost of the work and the legal description of the subject lot. Such an affidavit shall constitute a lien mortgage and privilege on such lot to the extent of the actual cost of the work plus the cost of recordation of the affidavit all together with interest at the legal rate from date of recordation until paid. The committee may either proceed in collection the said lien by appropriate court action together with such additional legal fees and costs as should result from such action or maintain its rights as a legal mortgage lien and privilege until paid in full.

17. EXTERIOR MATERIALS:

All residences, garages, and other permanent buildings shall have an exterior of at least 75% masonry unless otherwise approved by the Architectural Control Committee. All brick shall be real old brick. No imitation or mexican brick or stone shall be used. All roofs shall be covered with 260" shingles or its equivalent. Fireplace flues and chimneys shall be covered with the same material s the siding or the roofing of the residence. Any metal chimney flue (other than one made of copper or a

material having a copper or bronze color) must be screened from view. Unpainted wood used on the exterior of any building shall be only cedar, redwood or other natural material of similar appearance, if approved by the Architectural Control Committee.

18. PREFABRICATED HOUSING:

Factory-built, prefabricated, or modular homes are prohibited. Moving in of houses or buildings erected on other land is prohibited. This provision shall not prevent the use of factory-built roof trusses or similar components.

19. EXTERIOR FACILITIES:

Ham radio towers and antennas, citizen's band radio antennas or towers, television antennas, or other antennas including satellite reception equipment and window air conditioning or heating units visible from the outside of any residence are prohibited. Tennis courts and other similar outdoor sports facilities are prohibited.

20. FENCES:

No fence or wall shall be constructed nearer to any street than the appropriate building set-back lines. No fence or wall shall be constructed on the side of the lot on which the lot fronts nearer to the street than the front of the house regardless of set-back lines provided herein. No fence or wall shall exceed six (6') feet in height. Chain link fences are prohibited. . Wooden fences shall be made of cedar, redwood or other natural material of similar appearance if approved by the Architectural Control Committee. All posts used in the construction of these wooden fences must be placed inside the fenced in area so they are not visible from any lot other than the one being constructed on.

21. SIDEWALKS:

No public sidewalks running parallel to the street have been or may be built in order to increase privacy and enhance the esthetic quality sought by this development.

22. WINDOW COVERINGS:

All windows visible from any street shall be covered with exterior materials having a white or cream color. No window visible from any street shall be covered by aluminum or metal foil of any kind.

23. LANDSCAPING:

Construction of all new residences and the repair or remodeling of existing residences in any manner so as to substantially destroy the existing front landscaping shall be accompanied by the installation of new landscaping visible from the side on which the lot fronts, costing or having a value of not less than \$2,000.00. The cost or value of such landscaping shall be

calculated without consideration of the cost or value of lot grading, lot filling, grass seed, grass sod and new or existing trees. Such landscaping proposal shall be presented to the Architectural Control Committee. Landscaping of new residences shall be completed within thirty days after the earlier of occupancy of the building or placing of the structure on the market for sale.

24. DRIVEWAYS:

All driveways will be assigned by the Architectural Control Committee.

25. CONCRETE TRUCKS:

Washing out concrete trucks shall be on the lot being poured and not on any other area. Failure to comply with this procedure shall be considered as a violation of these restrictions.

26. CORNER SIGHT DISTANCES:

No fence, wall, hedge shrub or other planting which obstructs the sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area between the corner formed by the property lines (or in the event of a rounded corner the extension of those property lines to a point of intersection) and a line connection the property lines at points twenty-five (25') feet from the corner (as point of Intersection of extended property lines.) The same point of intersection of extended property lines.) The same sight line limitation shall apply on any lot within (10) feet from the intersection of a street property line within the edge of the driveway or alley pavement. No tree shall be permitted to remain within such Intersections, unless the foliage lines is maintained at sufficient height to prevent obstruction of such sight lines.

27. ARCHITECTURAL CONTROL COMMITTEE:

To carry out the general plan of development and improvement, to implement the plan of the subdivision, and to maintain and enforce the listed restrictions and the high standard of construction and appearance for the benefit of the owners of this subdivision, there is hereby established an Architectural Control Committee of Riverbend Subdivision, Ninth Filing.

A. SUBMISSION OF PLANS:

The lot owner shall submit to the Architectural Control Committee 2 sets of plans for the construction or remodeling of all residences, garages, buildings, fences and walls which must conform in all respects with these restrictions and applicable zoning ordinances. No construction may commence until the approval of the plans by the committee. No construction may proceed except in accordance with the submitted plans. No building on any lot may become or continue to be occupied while there

exists on such lot any construction or activity not in accordance with these restrictions.

The plans and specifications, layout and materials for the construction or remodeling of all residences, garages, buildings, fences and walls must be approved in writing by the committee in advance of commencement of construction. Such plans shall be considered as submitted for approval only when there has been delivered to the designated representative of the Committee or any three (3) members of the Committee the following:

- (a) Two copies of the plans or drawings and specifications which must show all exterior finishes and designs;
- (b) Two plot plans;
- (c) Two sets of specifications for all exterior materials;
- (d) Samples of exterior paint, brick and wood;
- (e) Samples of roofing materials.
- (f) Landscaping plans;

(g) A fee of \$50 will be paid by the builder of homes to the Architectural Control Committee Ninth Filing when the plans are submitted. This fee is used by the Committee for maintaining the Architectural Control Committee records and any miscellaneous fees.

All proposals to be brought before the Committee shall be submitted in writing in detail to the designated representative of the Committee or to any three members thereof.

B. REVIEW OF PLANS:

The committee may issue its written approval or disapproval of such plans or proposals submitted to it any time within thirty days after submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof.

C. STANDARDS FOR REVIEW:

In approving or disapproving such plans, the Committee shall require new construction and repair or remodeling to be consistent with these restrictions and applicable zoning ordinances.

The Committee shall also require the exterior design and color of all construction, repair and remodeling of all residences, fences and walls to be in harmony with exterior design and color of those existing in this and the other

filings of Riverbend Subdivision to the extent that such construction, repair, and remodeling does not to any extent detract from value of other property in this or other filings of Riverbend Subdivision. All exterior colors must be approved by the Architectural Control Committee. Duplication of elevations of existing homes may be rejected by the committee.

D. COMMITTEE MEMBERSHIP AND PROCEDURE:

The members of the Architectural Control committee shall be William D. Ourso, Sr., Thomas H. Benton, Gilbert L. Broussard III, and Cheryl E. Mizell, and Jim Winner who shall serve a term of five (5) years from the date of the recordation for five (5) years terms by a vote of a majority of lot owners of Riverbend Subdivision Subdivision, Fourth Filing, Part I based on one vote for each lot owner. The Committee named above shall serve until such a vote occurs. The Committee members during membership may name their successors upon resignation. The Committee shall have the power to name a new member to fill the vacancy left by the death or disability of any member. All Committee members shall serve without compensation. The committee may act or grant approval of plans or proposals before it only on the concurrence of three (3) of its members.

E. TIME LIMITATION ON APPROVALS:

Should construction of a residence, building, fence or wall not be commenced within six (6) months after approval of plans or should construction not be completed within twelve (12) months from issuance of building permit, the approval shall be considered withdrawn. Should construction not commence or be completed for reasons beyond control of the lot owner or his contractor, such as acts of God, strikes, national calamity, or similar events, then the time deadlines provided herein shall be extended by the Committee in proportion to the delay caused by the event.

F. COMMITTEE ACCESS TO CONSTRUCTION:

During the course of the construction of a new residence or any fence, wall, or structure and during the course of the construction of additions, repairs, or remodeling of any residence or fence, wall or structure, the Architectural Control Committee, any member thereof and the technical or legal representative of the Committee shall, after reasonable advance notice to the owner, have authority to go upon any lot or enter any structure for the purpose of determining compliance with these restrictions. The phrase "course of construction" as used here in shall mean the time interval between actual commencement of the work and final inspection by parish inspectors or actual occupancy or use (whichever occurs later).

28. STRICT INTERPRETATION FO RESTRICTIONS:

These servitudes and building restrictions shall, to the maximum extent permissible by law, be strictly construed and interpreted. No provision of

these restrictions shall be ignored. The letter of these restrictions shall be enforceable even when violations hereof are technical and apparently minor in nature. A prior violation that may result shall not in any way waive or abrogate the future enforcement of these restrictions as to such construction or improvements.

29. **KNOWING VIOLATIONS OF RESTRICTIONS:**

In the event of a knowing or intentional violation of these restrictions or in the event of a continuing violation of these restrictions after receipt by the violator or owner of the lot on which the violation occurs of written notice of a violation, the party bringing a successful action to enforce these restrictions by injunction, declaratory judgment or otherwise shall be entitled to recover from the violator or lot owner reasonable attorney's fees to be fixed and awarded by the court.

30. **TERM OF RESTRICTIONS:**

These servitudes of usage, protective covenants and restrictions are to run with the land and shall be binding on all parties, and all persons claiming under them for a period of twenty-five (25) years from the date these servitudes or usage, protective covenants and restrictions are recorded, after which time said servitudes of usage, protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless on or before the commencement of any such ten (10) year period eighty (80) percent of the lot owners in all filings of Riverbend Subdivision shall vote to terminate these restrictions.

31. **SEVERABILITY:**

Invalidation of any of these personal or predial servitudes, covenants or building restrictions by judgment or court order shall in no way affect any of the other provisions hereof, and those remaining shall continue in full force and effect.

Dated this the 28th day of December, 1987.