

RECORDED
 10/11/76
 Rock Point

STATE OF LOUISIANA
 PARISH OF EAST BATON ROUGE

RESTRICTIONS FOR
 SHENANDOAH ESTATES,
 11th FILING - PART I

BE IT KNOWN, that on this 7th day of October, 1976, Before Me 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:

D'AGOSTINO & ELLZEY DEVELOPMENT COMPANY, a Louisiana Partnership, domiciled in East Baton Rouge Parish, herein represented by and appearing through its sole and only partners, namely: R. J. D'Agostino, married but once and then to Dorothy Odette Verspoor D'Agostino, born Verspoor, with whom he is now living; and Kenneth W. Ellzey, married but once and then to Rose Gibson Ellzey, born Gibson, with whom he is now living; all residents of lawful age and domiciled in East Baton Rouge Parish, Louisiana, appearing herein for the account of the said partnership, hereinafter called Appearer,

who declared and acknowledged that:

D'Agostino & Ellzey Development Company is the owner of Lots 978 through 998, Lots 1011 through 1016, and Lots 1021 through 1079, Shenandoah Estates, 11th Filing, Part I, situated in the Parish of East Baton Rouge, Louisiana, all according to the final plat thereof, prepared by ADCO Engineers & Planners, Norris J. Decoteau, Civil Engineer, dated Sept. 16, 1976, on file and of record as Original 143, Bundle 9165, in the office of the Clerk and Recorder in and for the Parish of East Baton Rouge, State of Louisiana.

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Appearer does hereby establish the following protective covenants and restrictions affecting all of said Lots 978 through 998, Lots 1011 through 1016, and Lots 1021 through 1079, Shenandoah Estates, 11th Filing, Part I, which restrictions shall run with the land, and shall be in favor of each and all of the said lots in Shenandoah Estates, 11th Filing, Part I, and shall also be in favor of D'Agostino & Ellzey Development Company as well, and shall be binding upon the purchaser, owner and occupant of any of the property described herein, their heirs, successors and assigns; and in connection therewith the following restrictions are hereby imposed:

1.1 All of the lots contained in this subdivision, being specifically Lots 978 through 998, Lots 1011 through 1016, and Lots 1021 through 1079, Shenandoah Estates, 11th Filing, Part I, are hereby designated as residential lots, and no building shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) detached single-family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage for not more than four (4) automobiles.

1.2 No lot shall be used for duplex housing or apartment houses or home occupations such as beauty shops, doctor's offices, dress shops and related activities.

1.3 No school, church, assembly hall or fraternal group home shall be built or permitted on any lot in Shenandoah Estates, 11th Filing, Part I, Lots 978 through 998, Lots 1011 through 1016, and Lots 1021 through 1079.

1.4 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the

two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) building lot.

2.1 These restrictions prohibit a resubdivision of any lots from any dimensions other than those shown on the official recorded plat of Shenandoah Estates, 11th Filing, Part I, without the written consent of the Shenandoah Estates, 11th Filing, Part I, Council.

3.1 No residence or building of any kind and no improvements which extend above ground level and no fence shall be erected, placed, altered or permitted on any lot until the construction plans and specifications, elevations and a plan showing the location of the structure have been approved by the Shenandoah Estates, 11th Filing, Part I, Council. Approval or disapproval by the Council shall be in writing. Construction shall be substantially in accordance with the plans and specifications approved by the Council.

3.2 If the construction of the proposed house or other structure has not commenced within six (6) months after the Council's approval, approval of the Council shall be considered withdrawn and new approval of the proposed construction shall be obtained. However, the Council may grant extensions of an approval from time to time for good cause. If the construction of the proposed structure is not commenced within six (6) months following the approval of the Council for reasons beyond the control of the lot owner or his contractor, such as acts of God, strikes, national calamities, or related events, then the approval of the Council shall be extended in proportion to the delay caused by the event.

3.3 In the event the Shenandoah Estates, 11th Filing, Part I, Council fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required by the Council and the related restrictions shall be deemed to have been fully complied with.

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4. The minimum area requirements for residential structures shall be as follows:

4.1 A single story residence shall contain no less than 1,600 square feet of living area.

4.2 A multi-story residence shall contain no less than 2,000 square feet of living area, with a minimum of 1,200 square feet of living area on the ground floor.

4.3 The determination of "living-area" shall exclude open porches, screened porches, porches with removable storm windows, breezeways, patios, outside or unfinished storage or utility areas, garages and carports.

5. Building set back lines are imposed as shown on the official recorded plat of Shenandoah Estates, 11th Filing, Part I, on file in the office of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

5.1 No building shall be located on any lot nearer to the side property line than eight (8) feet.

5.2 Garages and carports may be attached to the main dwelling, but must not be nearer to the property line than eight (8) feet.

5.3 Detached garages and other permanent necessary buildings shall be located on the rear one-third (1/3) of the lot, shall not be erected closer than five (5) feet from the side property line, nor closer than seven and one-half (7-1/2) feet from the rear property line. Eaves on such garages or accessory buildings shall not extend over the property line.

5.4 A maximum building set back line shall not be greater than fifty-five (55) feet. For the purpose of these restrictions, eaves, steps and open porches shall not be considered as part of the building. The minimum front building set back line shall be thirty (30) feet from the front property line; and for corner lots, having frontage on two (2) streets, the minimum building set back lines shall be as shown on the official recorded subdivision map. No garage or carport shall open to any street on which the residence faces.

5.5 No fence or wall shall be erected, placed or altered on any lot closer to the street than the minimum building set back line.

6. The Shenandoah Estates, 11th Filing, Part I, Council, in its sole discretion, shall approve or disapprove proposed construction according to its policy of maintaining a minimum of five (5) feet variance on front lines of adjacent houses, and the Council may require such a variance. The Council shall have the authority to vary the front and side building line requirements in cases where the Council finds topographical features warrant such a variance or where such a variance would prevent the destruction of one (1) or more desirable trees; provided, however, in no instance may the front or side building line requirements be less than as required by the applicable zoning ordinance, unless waiver of those requirements is obtained.

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7.1 Servitudes and rights of way for the installation and maintenance of utility and drainage facilities, as shown on the official recorded plat of Shenandoah Estates, 11th Filing, Part I, are dedicated to the perpetual use of the public for such purposes.

7.2 Only underground electric service at 120/240 volts, single phase, 3-wire will be available and the locked rotor current of any motor connected to this service will be limited in accordance with the standard service practices of the utility company servicing the subdivision.

7.3 Electric rates for residential use in this subdivision will be the appropriate rate approved for filing by the Louisiana Public Service Commission.

8. All buildings and structures on any lot shall be constructed thereon and no building or structure may be moved onto any lot in the subdivision.

9. No structure of a temporary character and no 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.

10. No building or structure shall be constructed of imitation brick, imitation stone, or asbestos on the exterior. The subdivision Council may impose other appropriate and reasonable standards for exterior finishes and materials as it deems appropriate to maintain the value of adjacent dwellings in the subdivision.

11.1 The Shenandoah Estates, 11th Filing, Part I, Council is hereby established and shall be composed of three members. The first three members of said Council shall be:

R. J. D'Agostino, 5944 Tarrytown Ave., Baton Rouge, Louisiana, 70808;

Kenneth W. Ellzey, 2922 Potomac Drive, Baton Rouge, Louisiana, 70808; and

Mrs. Dorothy V. D'Agostino, 5944 Tarrytown Ave., Baton Rouge, Louisiana, 70808.

11.2 A majority of the Council may designate a representative to act for it. In the event of the death or resignation of any member of the Council, the remaining members shall have full authority to designate a successor.

11.3 Neither the members of the Council nor its designated representatives shall be entitled to any compensation for services performed in connection with the administration of these restrictions.

11.4 A majority of the lot owners in Shenandoah Estates, 11th Filing, Part I, shall have the right, at any time, to change the membership of the Council or to amend any of its powers and duties by executing and recording in the office of the Clerk and Recorder of the Parish of East Baton Rouge, Louisiana, an appropriate written instrument.

12. No noxious or offensive activities shall be conducted upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

351 13. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one sign of no more than five (5) square feet advertising the property for sale or rent, or a customary sign used by a builder or real estate broker to advertise the property during the construction or sale period; provided, however, this restriction shall not apply to the developer of the subdivision.

14. No oil drilling, oil development operations, oil refinery, 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; provided, however, dogs, cats or other household pets are permitted; provided, further that such permissible animals are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions as may be offensive to other property owners in the subdivision.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free from obnoxious odors and insects.

17. Lot owners shall keep their respective lots mowed and free of noxious weeds. If an owner fails to discharge this obligation, the Shenandoah Estates,

11th Filing, Part I, Council may cause the lots to be mowed, and the owners of such lots shall be obligated to pay this expense together with reasonable costs of collection.

18. No boats, vehicles, campers or trailers of any kind or parts or appurtenances thereof shall be kept, stored, repaired, or maintained on any street or on any lot nearer to the street than the minimum building set back line.

19. Building materials and equipment shall not be placed or stored on any lot except during actual course of construction of a residence or other building on the lot.

20. No lot shall be used for farming or gardening purposes; provided, however, flowers and shrubbery may be grown for non-commercial purposes.

21. These restrictions shall run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded and shall be extended automatically for successive periods of ten (10) years each, unless an instrument in writing amending these restrictions in whole or in part and signed by a majority of the lot owners in this subdivision, Shenandoah Estates, 11th Filing, Part I, shall be recorded in the office of the Clerk of Court for the Parish of East Baton Rouge, Louisiana.

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22. Invalidation of any of these restrictions by judgment of a court of competent jurisdiction shall in no way affect any other restriction, which shall remain in effect.

23. These restrictions shall be enforced against any person violating or attempting to violate any restriction by legal proceedings to restrain the violation or to recover damages, or both.

THUS DONE, READ AND SIGNED at my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, who have signed their names, together with Appearer and me, Notary, on the _____ day of October, 1976, after a due reading of the whole.

WITNESSES:

Linda H. Temple
Linda H. Temple

Marilyn R. Hargroder
Marilyn R. Hargroder

D'AGOSTINO & ELLZEY DEVELOPMENT
COMPANY

By: R. J. D'Agostino
R. J. D'Agostino, Partner

By: Kenneth W. Ellzey
Kenneth W. Ellzey, Partner

FILED FOR RECORD

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RECORDED ECH E.D.R.
CON. BK. 289 FOL. 348

BY Robert L. Cangelosi
DEPUTY CLERK OF COURT

Robert L. Cangelosi
ROBERT L. CANGELOSI, Notary Public