

RESTRICTIONS FOR
SHENANDOAH ESTATES SUBDIVISION
TWENTY-THIRD FILING, PART II
LOTS 2541 THROUGH 2582, INCLUSIVE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 17th day of September, 1987, before me, the undersigned Notary Public in and for the Parish and State aforesaid, personally came and appeared:

TOWNVIEW PROPERTIES, INC., a Louisiana corporation, organized and doing business in the Parish of East Baton Rouge, represented herein by its undersigned authorized officers, duly authorized by virtue of a resolution recorded as Original 272, Bundle 9935 of the official records of East Baton Rouge Parish, Louisiana.

who after being duly sworn, declared that:

Townview Properties, Inc. is the owner of Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, situated in the Parish of East Baton Rouge, Louisiana, all according to the official plan of Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, prepared by Evans-Graves Engineers, Inc., on file and of record as Original 370, Bundle 9954, official records of the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana.

Appearer, on behalf of Townview Properties, Inc. establishes the following protective covenants and restrictions affecting lots in Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, which restrictions shall run with the land and shall be in favor of each and all of the lots in Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, and shall be in favor of Townview Properties, Inc. as well, and shall be binding upon the purchaser, owner or occupant of any of the property described above, their heirs, successors and assigns. The following restrictions are imposed:

1. All of the lots contained in Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, 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 (2½) stories in height and a private garage for not more than four automobiles.

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

1.2 No school, church, assembly hall or fraternal group home shall be built or permitted on any lot in Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive.

1.3 Nothing in these restrictions shall prohibit an owner of any two adjoining lots having frontage on the same street from erecting a residence on the two lots which shall be considered, for the purpose of these restrictions, as one building lot.

2. These restrictions prohibit a resubdivision of any lots from any dimensions other than those shown on the official recorded plat of Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, without the written consent of the Shenandoah Estates Subdivision Council, Twenty-third Filing, Part II.

3. No residence or building of any kind and no improvement which extends above ground level and no fence will be erected, placed, altered, or permitted on any lot until the construction plans and specifications, elevation and a plan showing the location of the structure have been approved by Shenandoah Estates Subdivision Council, Twenty-third filing, Part II. 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.

3.1 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 for 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 any 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.

3.2 In the event the Shenandoah Estates Subdivision Council, Twenty-third Filing, Part II, 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.

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

4.1 A single-story residence shall contain no less than 1,750 square feet of living area.

4.2 A multi-story residence shall contain no less than 1,800 square feet of living area, with a minimum of 1,000 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 setback lines are imposed as shown on the official recorded plat of Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, on file in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of 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 side property line than eight (8) feet.

5.3 Detached garages and other permanent accessory 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 (7½) feet from the rear property line. Eaves on such garages or accessory buildings shall not extend over the property lines.

5.4 A maximum building setback line shall not be greater than fifty-five (55) feet. For the purposes of these restrictions, eaves, steps and open porches shall not be considered as part of the building.

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 building setback line.

6. The Shenandoah Estates Subdivision Council, Twenty-third Filing, Part II, 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 variance. The Council shall have the authority to vary the front and side building line requirements in cases where such variance would prevent the destruction of one or more desirable trees; provided, however, in no instance may the front or side building line requirements be less than required by the applicable zoning ordinance unless waiver of those requirements is obtained.

7. Servitudes and rights of way for the installation and maintenance of utility and draining facilities, as shown on the official recorded plat of Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, are dedicated to the perpetual use of the public for such purpose.

7.1 Only underground electric service at 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 the standard service practices of the utility company serving the subdivision.

7.2 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, asbestos, vinyl, aluminum or plastic on the

exterior. The Shenandoah Estates Council, Twenty-third Filing, Part II may impose appropriate and reasonable standards for exterior finishes and materials as it deems appropriate to maintain the value of adjacent dwellings in the subdivision.

11. Driveways will be constructed of hard surface paving such as concrete, asphalt and similar materials. Granular materials such as gravel, prestone or dirt are not permitted for use on driveways. SPECIAL ATTENTION MUST BE USED IN DESIGNING DRIVEWAYS ON LOTS 2575, 2576 and 2577. In order to allow proper ingress and egress of these lots, lot 2576 shall be entitled to an additional five feet on each side of the point of intersection of the extended property line at the back of the curb line. The location of the driveways on these three lots must be approved by the Shenandoah Estates Subdivision Council, Twenty-third Filing, Part II.

12. The Shenandoah Estates Subdivision Council, Twenty-third Filing, Part II, is hereby established and shall be composed of four members.

The first four members of the Council shall be:

Robert L. Richardson, Baton Rouge, Louisiana
Jerril A. Musso, Baton Rouge, Louisiana
John R. Musso, Baton Rouge, Louisiana
Randal G. Lissard, Baton Rouge, Louisiana

Said Council is hereby granted the responsibility and authority in its sole discretion to approve the architecture and design of the buildings so as to comply with these restrictions.

12.1 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.

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

12.3 A majority of the lot owners in Shenandoah Estates Subdivision, Twenty-third Filing, Part II, Lots 2541 through 2582, inclusive, 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 for the Parish of East Baton Rouge, Louisiana, an appropriate written instrument.

13. 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.

14. 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 the 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.

15. 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 designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

16. 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.

17. No lot shall be used or maintained as 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 household only, provided it is not visible from the street and is kept free from obnoxious odors and insects.

18. Lot owners shall keep their respective lots mowed and free of noxious weeds. If an owner fails to discharge this obligation, the Shenandoah Estates Subdivision Council, Twenty-third Filing, Part II,

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.

19. No boats, vehicles, campers or trailers of any kind, or part 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 setback line.

20. 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.

21. No lot shall be used for farming or gardening purposes; provided however, flowers, and shrubbery may be grown for noncommercial purposes.

22. 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 unless an instrument amending these restrictions in whole or in part and signed by a majority of the lot owners in the subdivision shall be recorded in the office of the Clerk of Court for East Baton Rouge Parish, Louisiana.

23. 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.

24. 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.

THIS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written in the presence of the undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

TOWNVIEW PROPERTIES, INC.

Jesse Aycock
Walter Jones

BY: Robert E. Richardson
BY: Kay A. Lisse

W. C. Cleary
NOTARY PUBLIC

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