

RIVER BEND – THIRD FILING

RESTRICTIONS

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, Louisiana, duly commissioned and qualified, personally came and appeared:

PRENTISS E. SMITH MONEY PURCHASE PENSION AND TRUST

A Louisiana Trust authorized to do and doing business in the Parish of East Baton Rouge, Louisiana, represented herein by its duly authorized Trustee who, after being duly sworn did declare:

That Prentiss E. Smith Money Purchase Pension Plan and Trust is the owner of Riverbend Subdivision. Third Filing, situated in Parish of East Baton Rouge, Louisiana, being more fully described as follows:

A certain tract or parcel of land situated in Sections 61, 62, 63 and 74, Township 7 South , Range 1 west, Greensburg Land District, containing 113.53 acres, more or less, and more particularly described as follows:

The third filing of Riverbend Subdivision as shown on the official plot prepared by Alvin Fairburn C. E. dated December 15, 1981 and being more fully described as follows:

From the Point of beginning, which is the southeast corner of Riverbend Subdivision-First Filing, proceed South 08 42' 58" West along the western line of Louisiana State University property a distance of 2456.25 feet to the north boundary of the E.C. Witter property; thence North 82 07' 41" West along the north boundary of the E.C. Witter property, a distance of 1560.70 feet; thence continue along said boundary North 81 34" 43" East a distance of 715.27 feet to a point; thence along the arc of a curve to the left (whose cord bears North 15 02' 22" East, 45.20 feet), a distance of 45.20 feet to the southwest corner of LOT 27, Riverbend – First Filing; thence along the south boundary of said lot, South 74 02' 27" East a distance of 250.09 Feet to the western right-of-way line of Riverbend Boulevard; thence along said right-of-way line along the arc of a curve (whose cord bears South 15 08' 35" West, 44.41 feet), a distance of 44.41 feet to a point and corner; thence South 74 13' 17" East a distance of 50.00 feet to the eastern right-of-way line of Riverbend the arc of a curve (whose cord bears North 15 03' 32" East, 51.55 feet) a distance of 51.55 feet to the southwest corner of LOT 28, Riverbend – First Filing; thence South 75 39' 39" East along the southern line of said lot a distance of 250.00 feet to the southeast corner of LOT

28 to a point and corner: thence along the arc of a curve (whose cord bears North 12 38' 41" East, 136.12 feet) a distance of 136.14 feet to the southern right-of-way line of D'estrehand Ave; thence North 08 21' 04" East a distance of 60.00 feet to the northern right-of-way line of D'estrehan Avenue' thence along the arc of a curve (whose cord bears North 07 13' 16" East, 220.04 feet) a distance of 220.13 feet to the southwest corner of LOT 84, Riverbend, First Filing; thence along the southern boundary of Riverbend – First Filing, South 81 38" 56" East a distance of 1481.92.

Appearer, on behalf of Prentiss E. Smith Money Purchase Pension Plan and Trust 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 Third 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, Third Filing, being Lots #160 through #307, and hereinafter referred to as final plot, and shall be in favor 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:

1. 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. 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. The minimum requirements for residential structures are set out as follows:

(a) On Lots 100 through 307, for single story and single and one-half story residences, each shall contain no less than two thousand (2,000) square feet total of heated living area with a minimum of sixteen hundred (1,600) square feet of heated living area on the ground floor.

In determining the “living area” open porches, screened porches, porches with removable storm windows, breezeways, patios, landings outside of unfinished storage or utility areas, garages and carports shall not be included in computing heated areas as required above.

4. Building set-back lines from any street shall be as per the said final plat. In other cases, the following rules shall apply:
 - (a) No buildings shall be located on any lot nearer to the said property line than eight (8') feet.
 - (b) Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than eight (8') feet and shall not face street on which the residence fronts. Garages and carports attached to residences on corner lots shall have a door.
 - (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.
5. Servitudes and rights of ways for the installation and maintenance of utilities and drainage facilities, as shown on the map of record, 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.
6. 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. 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; or customary signs used by builders or real estate brokers to advertise the property during the construction and sale period.
8. No oil drilling, oil development operations, oil 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.

9. No house trailers, boats, houses, 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 resident is located, nor shall any vehicle be kept in any other manner which would distract from the appearance of the subdivision. No structure of a temporary character, trailer, basement, tent, shack, barn, hothouse, or other outbuilding shall be allowed on any lot for a prolonged period of time so as to distract from the appearance of the subdivision.
10. 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. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
11. 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 in accordance with governing land ordinances.
12. 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, the Architectural Control Commission may, in its discretion; cause, the lot(s) to be mowed or cleaned and the owner of such lot(s) shall be obligated to pay the cost of such mowing and cleaning.

13. 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 for all filings of Riverbend Subdivision.

A. SUBMISSION OF PLANS:

The lot owner shall submit to the Architectural Control Committee two (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 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 (30) 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:

A single Architectural Control committee to represent all filings in Riverbend Subdivision shall be elected at the annual homeowners association meeting. The Board of Directors shall nominate a number of candidates to provide at least five (5) Committee members and others may be nominated at the meeting. A maximum of seven (7) shall be elected. The Committee shall have members living in as many filings as possible and no more than two (2) shall live in the same filing. One member of the Committee shall be a member of the Board of Directors. The term is three (3) years and members may be reelected. In order to provide staggered terms, one-third elected at the first election shall serve two (2) years, one-third three (3) years and one-third four (4) years. In the event of vacancy on the Committee, the board shall appoint a replacement to serve until the next annual meeting.

The Committee shall meet on a regular schedule, prepare minutes of the meetings and maintain a file of plans and proposals submitted to the Committee. The Committee member who is the Board member shall keep the Board informed of significant items of interest to the homeowners.

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).

- 14. Construction periods of any residence must be limited to eighteen (18) months from the date of the building permit. The architectural design is to be consistent with the setting and prevailing structures. If a home proposed for construction is of radical design or radical use of building materials the Commission shall require the said plans to be altered until they are satisfactory to the Commission.**
- 15. No fence, wall, filling of front yard drainage ditch with pipe, or other construction shall be erected, placed, or altered on any lot that violates the design specifications of the subdivision or violates the minimum building set-back line, nor can wall or fence be any nearer any street than the location of the front of the house. No fence shall exceed six (6’) feet in height. No such fence, wall, and filling in front yard drainage ditch with pipe, or construction shall be commenced without written approval of the Architectural Control Committee. Chain link fences will be permitted with proper landscaping foliage coverage.**
- 16. 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 part.**
- 17. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions hereof, and the latter shall remain in full force and effect.**
- 18. No sidewalks have been or will be built in this filing in order to increase privacy and enhance the esthetic quality sought by this development.**
- 19. These articles can be amended at any time by a majority vote of the property owners, as follows:
 - (a) A majority vote for the property owners who have and own homes on the said lots, with one vote for each lot owned;**
 - (b) a majority of the remaining lot owners which have not built homes, each vote to e based on one vote for each lot owned.****

A majority of both classes of voters is required for the amendment to be approved.

- 20. The surface drainage in portions of the subdivision is carried by designed swells throughout the subdivision. Any blockage that results from actions a lot owner within the subdivision at any time during construction of improvements on the lot or thereafter or by reason of his contractor, or agents or assigns. Will be the personal and direct responsibility of the said lot owner. The Architectural Control Committee is expressly authorized to give the said lot owner a 24 hour notice to remove any obstructions that would block drainage; then in the absence of the said lot owner making the necessary adjustments, repairs or removal of the said obstruction, then the said Architectural Control Committee is expressly authorized to take such actions as is necessary to cure the said blockage. This notice will be given by either personal delivery in writing to the said land owner or by posting the said letter to the last address given to the Architectural Control Committee for notification to the said land owner. If the Architectural Control Committee takes such action to clean out the said ditch the actual costs shall be billed to the landowner and the lot owner agrees to reimburse the said Architectural Control Committee for such expense. In the event the said lot owner refuses to make the said payment for such repairs, then the said Architectural Control Committee on behalf of all the lot owners may then lien the said property until such time as it is paid and otherwise take the normal legal steps for collection in the appropriate court of jurisdiction. Nothing contained in this Article is to constitute a right that would in anyway encumber the title to the said property in the absence of the actual filing of the said lien on the Conveyance Records of the Parish of East Baton Rouge.**
- 21. No driveway built in association with the construction of a home will be of any other material than hard surface, such as concrete, asphalt, or like substance.**
- 22. No lot may be entered by any vehicle of any kind until the culverts are put into position in accordance with the size and grade required by the City-Parish. If any lot is crossed and the surface drainage is disturbed, the procedure outlined in paragraph 20 will prevail.**
- 23. No citizen's radio or television antennae towers of a radical nature are allowed.**
- 24. 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 subject to enforcement procedure outlined in paragraph 20.**

Signed this 11th day of August, 1978, at Baton Rouge, Louisiana.