

RIVER BEND – FOURTH FILING – PART I

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:

That Gil Broussard Development Co. is the owner of Riverbend Subdivision, Fourth Filing, Part I situated in East Baton Rouge, Louisiana, being more fully described as follows:

A certain tract or parcel of land situated in Sections 44, T8S, RIW, and Section 63, 17s, RIW, Greensburg District of Louisiana, located in East Baton Rouge Parish and containing 41.386 acres, more or less, being Tract N-1-A-1 as shown on the plat prepared by Breaux & Associates, Inc. dated December 20, 1983, said plat being entitled “Plat Showing Resubivision of Tract N-1-A in Section 44, T8S, RIW, Greensburg District of Louisiana, East Baton Rouge Parish for Charbonnet, Inc. being the same property described on the Final Plat for Riverbend Subdivision, Fourth Filing, Part I, recorded as original 835, bundle 9738 in the official records of East Baton Rouge Parish.

Appearer, Gil Broussard Development Co. does hereby establish the following personal and predial servitudes and does hereby establish the following building restrictions as charges on the above described property in pursuance of the following general plan governing building standards, specified and limited uses, and improvements, which building restrictions and servitudes shall run with the land and shall be in favor of and may be enforced by any more of the following:

- (a) the owner of each of the lots in Riverbend Subdivision, Fourth Filing, Part I being Lots #326 through #433;
- (b) Hope Developers, a limited partnership, as present owner and any future owner of any part of the following described property:

A certain tract or parcel of land situated in Sections 44, T8S, RIW, and Section 63, T7S, RIW, Greensburg District of Louisiana, located in East Baton Rouge Parish and containing 140.414 acres, more or less, being Tract N-1-A-2 as shown on the plat prepared by Breaux & Associates, Inc. dated December 20, 1983, said plat being entitled “Plat Showing Resubivision of Tract N-1-A in Section 44, T8S, RIW, Greensburg District of Louisiana, East Baton Rouge Parish for Charbonnet, Inc. and

- (c) Charbennet, Inc. and Hope Developers, a limited partnership as owners of the remaining developed and undeveloped sections or filings of Riverbend Subdivision; and
- (d) Any one of the owners of the lots in Riverbend Subdivision, First Filing (as described in the plat of records in East Baton Rouge Parish as original 102, bundle 9278) or Riverbend Subdivision, Second and Third Filings (as described in the plat of record in East Baton Rouge Parish as original 399, bundle 9291).

The said personal and predial servitudes and building restrictions are 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) No residence on any lot may be built or occupied having less than eighteen hundred (1,800) square feet of heated living area on the ground floor (regardless of the number of stories constructed). For residences having one and on-half (1-1/2) or two (2) stories, no such residence shall have less than sixteen hundred (1600') square feet of heated living area on the ground floor. 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.

4. BUILDING SET-BACK LINES:

No buildings shall be constructed in violation of the following building set-back lines:

- (a) No building shall be erected within forty (40') feet of the street on which the lot fronts. The Architectural Control Committee may authorize construction of buildings as close to the front as thirty (30') feet in order to enhance the aesthetic appearance of the subdivision by staggering the buildings set-back distance.
- (b) No buildings shall be located on any lot within eight (8') feet of any side or rear property line.
- (c) 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 and shall have a garage or carport which will accommodate not less than two (2) no more than (4) automobiles.
- (d) 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.
- (e) 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.
- (f) 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.
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; political signs of any nature are prohibited.
9. **MINERAL OPERATIONS:**
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, 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.

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 fifteen (15) days after receipt of written demand from the Architectural Control Committee, the committee may now, 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 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; provided, however, that such lien and privilege shall be enforceable only in the event of the transfer of ownership of the described lot or lots.

17. EXTERIOR MATERIALS:

All residences, garages, and other permanent buildings shall have an exterior of at least fifty (50%) percent brick, unless a lesser amount is approved by the Architectural Control Committee. Aluminum and vinyl siding are prohibited, unless specifically approved in advance by the Architectural Control Committee. Asbestos, and sheet metal siding are prohibited. No imitation stone or imitation brick of any kind is permitted. All roofs shall be covered with 260" shingles or its equivalent. Fireplace flues and chimneys shall be covered with the same material as 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. PREFABICATED 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. If wood fences are erected using metal posts, such metal posts shall not be visible from any neighboring property or from the street. Wooden fences shall be made of cedar, redwood or other natural material of similar appearance if approved by the Architectural Control Committee.

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 One Thousand and No/100 (\$1,000.00) Dollars and consisting of at least thirty (30) plants or bushes (excluding existing trees). The cost or value of such landscaping shall be presented to the Architectural Control Committee. Landscaping of new residences shall be completed within thirty (30) days after the earlier of occupancy of the building or placing of the structure on the market for sale.

24. DRIVEWAYS:

The following are mandatory locations for driveways:

a) For the following lots the driveways shall enter the street only at the easternmost practicable location:

387, 386, 385, 384, 382, 398, 410, 334, 335, 351, 388, 399, inclusive.

b) For the following lots the driveways shall enter the street only at the westernmost practicable location:

433, 423, 422, 411, 360, 370, 371 and 652 through 359, inclusive.

c) For the following lots the driveways shall enter the street only at the southernmost practicable location:

326 through 333, inclusive; 336 through 350 inclusive; 389 through 397, inclusive; and 400 through 409 inclusive.

d) For the following lots the driveways shall enter the street only at the northernmost practicable location:

361 through 369, inclusive; 372 through 380, inclusive; 412 through 421, inclusive; and 424 through 432, inclusive.

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 subject to enforcement procedure outlined in paragraph 20.

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, Fourth Filing, Part I.

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 (2) copies of the plans or drawings and specifications which must show all exterior finishes and designs;
- (b) Two (2) plot plans;

(c) Two (2) sets of specifications for all exterior materials;

(d) Samples of exterior paint, brick and wood;

(e) Samples of roofing materials.

Other proposals to be brought before the Committee shall be submitted in writing in detail to the designated representative of the Committee (in triplicate) or to any three (3) 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.

D. ARBITRATION OF CERTAIN DISPUTES:

In the event of a dispute between a lot owner and the Architectural Control Committee concerning whether a particular proposed construction, repair or remodeling is in harmony with this and other filings of Riverbend Subdivision and detracts from the value of other property in the subdivision, such dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except to the extent modified herein, and judgment upon the award or enforcing the decision rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

The obligation of the lot owner and the Architectural Control Committee to arbitrate the above described is strictly limited to decisions concerning harmony of exterior design and color. No obligation to arbitrate other matters covered by these restrictions shall exist or be enforced.

Upon the disapproval of any properly submitted plans or proposal where the reason stated by the committee is failure of the proposed exterior design or color to be in harmony with the existing exterior design or color of the property in other filings the lot owner shall have ten (10) days to demand arbitration or the decision of the committee will be final. If the lot owner timely demands arbitration, he or she shall name and appoint one member of the arbitration panel within ten (10) days of the demand. The committee shall likewise name and appoint one member of the arbitration panel within ten (10) days of receipt of the demand. Upon failure of the committee to timely appoint an arbitrator, the lot owner shall request the president of the Baton Rouge Board of Relators, Inc. or the president of the Home Builders Association of Greater Baton Rouge to appoint an arbitrator for the Committee. The two arbitrators then chosen shall within ten (10) days of the last of their appointments choose a third arbitrator who shall be a licensed real estate broker. Upon failure of the two panel members to choose a real estate broker as the third arbitrator, either party may call upon the president of Baton Rouge Board of Relators, Inc., or the president of Home Builders Association of Greater Baton Rouge to appoint the third arbitrator who shall be a licensed real estate broker. If for any reason the parties are unable to follow the above procedure, one or more of the members of the panel shall be chosen in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be entitled to a reasonable fee for time of service and associated expenses. Such fees are to be paid by the losing party. Other costs are to be awarded by the arbitrators.

E. 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.

F. 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.

G. 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.

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.

AND NOW APPEARS, before the undersigned Notary:

WILLIAM D. OURSO, SRL, appearing for and on behalf of Hope Developers, a Louisiana Limited Partnership, of which he is the general partner, herein sometimes referred to as ‘Hope,’

and agrees and acknowledges that the Final Plat of Riverbend Subdivision, Fourth Filing, Part I, recorded at original 835, bundle 9738, of the official records of this parish and these Building Restrictions are in complete and full compliance with the obligations undertaken by Gil Broussard Development CO., in that certain agreement executed between said corporation and “Hope” on or about the 26th day of January, 1984 and recorded in the official records of this parish on or about the 23rd day of October, 1984 as original 952, bundle 9704. “Hope” now declares all obligations of the agreement described in the preceding sentence to be fully satisfied and does now release and discharge Gil Broussard Development Co. and the land described in the said agreement and the land on which these restrictions are impose from all covenants, restrictions or other duties or limitations thereby created or imposed.

Signed 29th day of March, 1985, at Baton Rouge, Louisiana.