

DEED RESTRICTIONS

HARRINGTON PLACE

1ST. FILING, LOTS 1 TO 37

ARCHITECTURAL CONTROL COMMITTEE

JACK J. HARELSON

H. BURGESS HARELSON

EDWARD E. EVANS

Orig. 37 Bdl. 4514

RESTRICTIVE COVENANTS
OF
HARRINGTON PLACE

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the 23rd day of September, 1959, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

OVERLAND REALTY, INC.,

a Louisiana corporation domiciled in East Baton Rouge Parish, herein represented by its President, Jack J. Harelson, duly authorized to so appear and act herein by virtue of a resolution of its Board of Directors, a copy of which is attached hereto and made a part hereof, who, after being duly sworn, deposed and said:

That the said corporation is the owner of Lots Numbers One (1) through Thirty-seven (37), both inclusive, HARRINGTON PLACE SUBDIVISION, of East Baton Rouge Parish, Louisiana, as shown upon a plat of said subdivision filed as Original 80 Bundle 4513 of the official records of the Parish of East Baton Rouge, Louisiana.

Said Appearer further declared that he does hereby establish the following restrictions, servitudes and covenants running with the land, which restrictions are hereby set as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.
2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
3. MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE. The architectural control committee shall be composed of Jack J. Harelson, H. Burgess Harelson and Edward E. Evans. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed.

LAW OFFICE
CAPTAIN
MCCOLLISTER
& SMILEY
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BATON ROUGE, LA.

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pursuant to this agreement. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

4. **PROCEDURE OF ARCHITECTURAL CONTROL COMMITTEE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
5. **DWELLING COST, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than Ten Thousand (\$10,000) Dollars, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum costs stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet for a one-story dwelling, nor less than nine hundred (900) square feet for a dwelling of more than one story.
6. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than eight (8) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located more than ten (10) feet to the rear of the main building. No dwelling shall be located less than thirty-five (35) feet from the rear lot line.
7. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than ten thousand five hundred (10,500) square feet, except that a dwelling may be erected on placed lots numbered eight (8), nine (9) and ten (10), provided they meet the minimum setback line as shown on the recorded map.
8. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. **TEMPORARY STRUCTURES.** No structure of a temporary character, 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. **UTILITY AND DRAINAGE EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
11. **RESUBDIVISION OF LOTS.** These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat; however, this does not prohibit the use of more than one (1) lot for one (1) residence.

12. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
13. **OIL AND MINING 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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. **LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
15. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
16. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Department of Health, State of Louisiana. Approval of such system as installed shall be obtained from such authority.
17. **BUILDING CONSTRUCTION.** No building or structure shall be constructed using imitation brick, imitation stone, or asbestos on the exterior. A residence shall be constructed with exteriors predominately of masonry or masonry veneer. Residences proposed to be constructed with exteriors other than the above are subject to disapproval of the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.
18. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs 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 formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply to on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
19. **TERM.** These covenants 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 covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
20. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED at my office in the City of Baton Rouge, State of Louisiana, in the presence of the two undersigned competent witnesses and me, Notary Public, on the day and date hereinabove first written.

WITNESSES:

Barbara L. Teer

Barbara Souice

OVERLAND REALTY, INC.

BY: Jack J. Harelson
Jack J. Harelson, President

C. Luther Laraine, Jr.
Notary Public

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RESOLUTION OF THE BOARD OF DIRECTORS
OF OVERLAND REALTY, INC.
HELD IN THE CITY OF BATON ROUGE ON THE 23RD DAY OF SEPTEMBER, 1959

RESOLVED that Jack J. Harelson, President, be and he is hereby authorized, empowered and directed for and in the name of the corporation to execute a notarial act, relative to the creation of restrictive covenants, pertaining to Harrington Place Subdivision, which restrictive covenants, consisting of four legal-size pages, dated September 23, 1959, are attached hereto and made a part of this resolution.

C E R T I F I C A T E

I, H. Burgess Harelson, Secretary of Overland Realty, Inc., do hereby certify that the above and foregoing is a true and exact copy of a resolution of the Board of Directors of Overland Realty, Inc. passed by the Board of Directors at a meeting held on the 23rd day of September, 1959, at which a quorum was present and voted therefor.

Baton Rouge, Louisiana, September 23, 1959,

H. Burgess Harelson
H. Burgess Harelson

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