

**Original 47, Bundle 4492**

**RESTRICTIONS FOR WESTMINSTER SUBDIVISION, SECOND FILING**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned 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: THOMAS R. PRUYN, who declared that he is the President of:

WESTMINSTER DEVELOPMENT CORPORATION

A corporation organized under the laws of the State of Louisiana and domiciled in the Parish of East Baton Rouge, Louisiana; that he is duly authorized to appear and act herein by virtue of a resolution of said Corporation, a certified copy of which is annexed hereto and made part hereof; and who further declared that said Westminster Development Corporation is the owner of all of the lots in that certain subdivision known as WESTMINSTER PLACE, SECOND FILING, covering lots Nos. Seventy-eight (78) through One Hundred Twenty-one (121), both inclusive, a print of a map of said subdivision made by Edward E. Evans, C.E., being annexed hereto and made part hereof and paraphed "Ne Varietur" by the undersigned Notary Public for identification herewith, and who further declared:

That Westminster Development Corporation established and does hereby establish certain building restrictions and conditions for the benefit of said property to be binding upon and enforceable by the present or future owners of said property or any part thereof, and which said restrictions and conditions are hereby established as servitudes and covenants running with the land, as follows, to-wit:

- (1) All of the lots contained in this subdivision are hereby designated as residential lots, and no buildings shall be erected, altered, placed or permitted to remain on any lots other than one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than four (4) cars; provided, however, that Lots One Hundred Ten through One Hundred Fifteen (110 through 115), both inclusive, may also be used together as a single site for the erection of a Church and its related buildings, and Lots Seventy-eight (78) through Eighty-three (83), both inclusive, may also be used together as a single site for the erection of a Church and its related buildings, and in the event that either or both of said respective groups of lots are used as Church sites, this residential restriction shall not apply to the lots contained in each of said sites.
- (2) No building shall be erected, placed, altered, or moved upon 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 set back line unless similarly approved.

- (3) The minimum requirements for residential structures are set out as follows: (a) For a single-story residence there shall be a minimum of 1500 square feet of living area, and the minimum requirements for the horizontal roof area shall be 1900 square feet; and (b) for a two-story residence there shall be a minimum of 1800 square feet of living area with a minimum of 1250 square feet of living area on the ground floor, and the minimum roof area shall be 1700 square feet. In computing the "living area" open porches, carports and garages shall be excluded. The "roof" area may include porches, carports and/or garage roofs which are attached to the principal structure.
- (4) No building shall be located on any inside lot nearer to the front lot line than thirty (30) feet, nor nearer to the side property line than ten (10) feet. No building shall be located on any corner lot nearer to the front lot line than thirty (30) feet, nor nearer to the side property line than ten (10) feet, nor nearer to the property line along the side street than fifteen (15) feet. Garages and carports may be attached to the main dwelling but must not be nearer to the side property than five (5) feet, nor nearer to the side property line along the side street than fifteen (15) feet. For the purpose of this covenant, eaves and unroofed steps and unroofed porches shall not be considered as part of a building. Maximum building setback line of sixty (60) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to any sideline, nor nearer to the side property line along a side street than fifteen (15) feet or closer than ten (10) feet to rear lot line.
- (5) Servitudes for installation and maintenance of utilities and drainage facilities are hereby established as shown on the said annexed plat of said subdivision.
- (6) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (7) These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat; provided, however, that this shall not prohibit the use of more than one (1) lot for one (1) residence. When more than one lot is used as a residential plot, the sideline restrictions herein contained shall apply to the plot as a whole.
- (8) No garage apartments are to be erected or to be used as a residence, except as a residence for domestic servants to the occupants of the main residential premises.

- (9) 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) 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.
- (11) No fence shall be erected on any lot beyond the front building setback line of that lot, not nearer any street than thirty (30) feet.
- (12) All vacant lots shall be cut when weeds or grass reach a height of eight (8) inches. The Architectural Control Committee may after proper notice have the lots cut and charge actual cost thereof to lot owner.
- (13) No building materials or equipment may be placed or stored on any vacant lot except in the course of construction.
- (14) No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exterior. In addition to other standards, the Architectural Control Committee may impose appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which are undesirable or which detract from the value of the dwelling, the appearance of the neighborhood, or the value of the adjacent structures shall not be utilized.
- (15) An Architectural Control Committee composed of C. S. Pruyn, Jr., Thomas R. Pruyn, and George M. Peters is hereby appointed. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining 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 pursuant to this covenant. 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.
- (16) The Architectural Control 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 thirty (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 related covenants shall be deemed to have been fully complied with.

- (17) These covenants are to run with the land and shall be binding on all parties and all persons claiming under then 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (18) Enforcements of these restrictions 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.
- (19) Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE, READ AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and Notary Public on this 26<sup>th</sup> day of August, 1959, after due reading of the whole.