

Orig. 92 Bk. 3305

RESTRICTIONS FOR JEFFERSON PLACE SUBDIVISION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 31st day of MAY, 1954, before me, the undersigned Notary Public duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, personally came and appeared:

L. W. EATON, JR., President of Jefferson Place, Inc. a Louisiana Corporation, he being duly authorized to act herein for said Corporation,

and who declared unto me, said Notary, as follows:

That the said Jefferson Place, Inc. is the owner of the subdivision as laid out in a map entitled "Final Plat of a portion of Jefferson Place being all of the Pope Tract" and 7.01 acres purchased from Mrs. H. B. Witter, made by Mundinger, Dupree & Cooper, Civil Engineers and Surveyors, dated April 1953, a copy of which map is attached hereto and which has been paraphrased "Ne Varietur" by me, Notary Public, for identification herewith.

That the said Jefferson Place, Inc. is desirous of establishing restrictions affecting the lots shown on the described map and included in said Jefferson Place Subdivision, which said restrictions are to run with the land and for the benefit of each and all of the lots in said Jefferson Place and shall be binding upon the said Jefferson Place, Inc., its successors and assigns and upon the purchasers, future owners or occupants of all of the lots hereinabove described, their successors, heirs and assigns, for a period of twenty-five (25) years from this date, after which time, said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots, it is agreed to change said restrictions in whole or in part, in which voting, the owners shall be entitled to one vote for each lot owned.

1. All of the lots contained in this subdivision are hereby designated as residential and no part of the property described above shall be used for commercial purposes or apartment houses, and not more than one residence with accessory buildings, shall be built or constructed on each lot.
2. The minimum requirements for residential structures are set out as follows:
 - a. For single story residence, 1,500 square feet with the exception of those lots fronting on McCarroll Drive and Boyce Drive as to which lots the minimum shall be 2,000 square feet. However, as to the lots fronting on McCarroll and Boyce Drive, the Subdivision Council may within their discretion approve building plans having less than 2,000 square feet, but in no case shall said building plans for a single story residence have less than 1,500 square feet.

3. No building, which term includes carports and other detached covered structures, shall be located on any lot nearer to the front lot line than fifty (50) feet, nor nearer to the side property line than fifteen (15) feet. Carports, or garages, may be attached to the main dwelling, provided that they are not nearer than fifteen (15) feet to the side property line. The maximum building setback line shall not be greater than sixty (60) feet. A five (5) foot minimum side and back yard shall be required for a garage or other permitted accessory building located on the rear portion of any lot or lots. Eaves on such building shall not extend over the property line.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the attached map.
5. To carry out the general plan of improvement, to implement the plan of the subdivision, and to benefit the purchasers and owners of lots in the subdivision, there are hereby vested in the Jefferson Place Subdivision Council, as created and organized under that certain Declaration of Protective Covenants recorded in Conveyance Book of the Records of East Baton Rouge Parish, Louisiana, the following powers and authority:
 - A. No lot or lots shall be sold except with the description shown on the plat of the subdivision hereto filed, provided, however, that any lots or lot may be subdivided or replatted with the written consent of the Council evidenced by a majority vote thereon.
 - B. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to, or change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color schemes, locations, and approximate cost of such structure, and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by majority vote of the Council and a copy thereof as finally approved lodged permanently with the council. The Council shall have the right, by majority vote, to refuse to approve any such plans or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reason; and, in so passing upon such plans, specifications and grading plan, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.
6. No livestock such as cows, horses, pigs, and sheep, rabbits or poultry such as chickens, geese, ducks and turkeys, shall be kept on any of the premises on this subdivision.
7. If the parties hereto, or any purchaser or occupant of any of the above described lots or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for any person or persons owning any of said lots to prosecute any

any proceedings in a court having jurisdiction against the person or persons violating or attempting to violate any such restrictions, either to prevent him or them from so doing or to recover damages for such violations.

- 8. Invalidation of any of these covenants, servitudes and restrictions, or any part of any covenant, servitude or restriction, by judgment of court or otherwise shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, on this the 31st day of MAY 1954.

WITNESSES

[Signature]
Byron R. Kantrow

JEFFERSON PLACE SUBDIVISION

BY [Signature]
Lewis Wilmot Eaton, Jr.

[Signature]
John F. Ward, Jr.

[Signature]
R. Gordon Kean, Jr. Notary Public Seal

Duly recorded in Book No. 1090
Folio 206, of the Conveyance
Records of the Parish of East Baton
Rouge, La., May 31
1954 at 10 o'clock A. M.
[Signature]
By. CLERK & RECORDER.

FILED FOR RECORD
AT 10 O'CLOCK A. M.

MAY 31 1954
[Signature]
BY. CLERK AND RECORDER

92-113305

See Attached Map

Original 92

Bundle 3305

H. M. MIKE CANNON

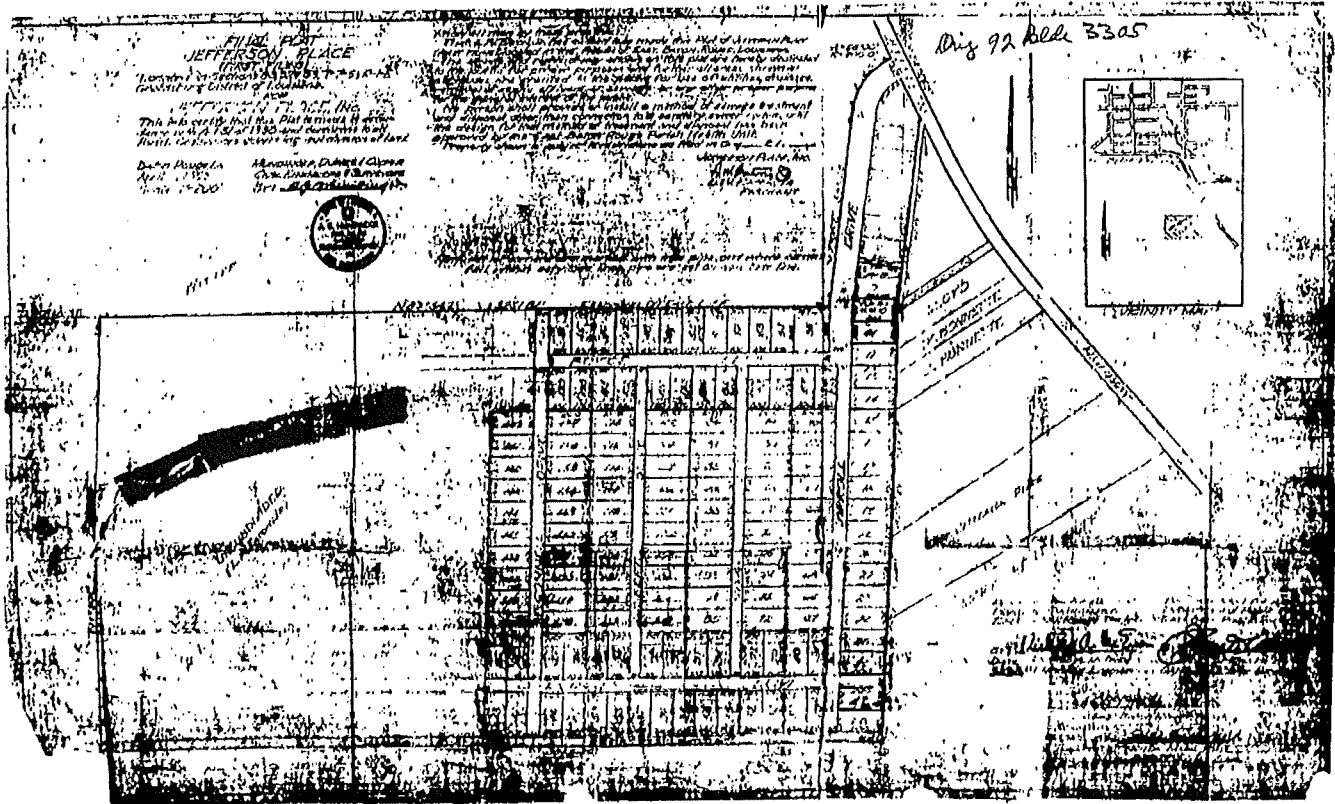
CLERK OF COURT

EAST BATON ROUGE PARISH

BATON ROUGE, LOUISIANA

ORIG 92 BDLE 3305

POOR ORIGINAL ATTACHED MAP



STATE OF LOUISIANA

Orig. 44 Date 3/24 Conveyance

PARISH OF EAST BATON ROUGE

KNOW ALL MEN BY THESE PRESENTS, That

JEFFERSON PLACE, INC., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by L. W. Eaton, Jr., President, he being duly authorized to appear for and on behalf of said corporation,

DONALD JOSEPH CHAPPIUS, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to Shirley Fournet, with whom he is now residing,

FRED A. HANNAMAN, JR., a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to Katherine Arbour Hannaman, with whom he is residing,

INEZ W. LAND, born Whitty, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to ~~Edwin~~ J. Land, with whom she is residing,

EDMUND J. LAND, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, appearing herein individually and to aid and authorize his said wife,

DANIEL C. HARDESTY, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to Elsie Nash, with whom he is residing,

ARTHUR H. TUTHILL, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to Joan Hamer, with whom he is residing,

JAMES A. MOORE, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to Margaret Landry Moore, with whom he is residing,
AND

MARGARET LANDRY MOORE, a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, married but once and then to James A. Moore, with whom she is residing,

do acknowledge and declare that Jefferson Place, Inc., as owner, developed that subdivision of the Parish of East Baton Rouge, State of Louisiana, known as JEFFERSON PLACE; that Fred A. Hannaman, Jr. is the present owner of Lot 176, Jefferson Place; that Inez W. Land and Edwin J. Land are the present owners of Lot 177; Jefferson Place, that Arthur H. Tuthill is the present owner of Lot 178, Jefferson Place; that Daniel C. Hardesty is the present owner of Lot 179, Jefferson Place; that Donald Joseph Chappius is the present owner of Lot 180, Jefferson Place; and that James A. Moore and Margaret Landry Moore are the present owners of Lots 181 and 182, Jefferson Place.

Apparers further declare that certain restrictions affecting Jefferson Place subdivision, dated May 31, 1954, are on file and of record in the

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EXHIBIT
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office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana as Original 95 of Bundle 3305; that Restriction No. 3 provides that no building shall be located on any lot nearer to the front lot line than fifty (50) feet and that the maximum building set back line shall not be greater than sixty (60) feet.

Apparers then declared that the depth of Lots 176 through 182, both inclusive, Jefferson Place, makes it desirable and to the best interest of Apparers and the owners of all other lots in Jefferson Place that the minimum set back line on Lots 176 through 182, both inclusive, be 60 feet rather than 50 feet, and that the maximum set back line on Lots 176 through 182, both inclusive, be 80 feet rather than 60 feet.

Accordingly, Apparers then declared and that they do hereby agree that neither they nor their heirs or assigns shall ever build a building, which term includes carports and other detached covered structures, on Lots 176 through 182, both inclusive, Jefferson Place, nearer to the front lot line than 60 feet, nor will they, their heirs or assigns, ever build a building, which term includes carports and other detached covered structures, on Lots 176 through 182, both inclusive, Jefferson Place, with its front farther from the front lot line than 80 feet.

Now into these presents came and appeared: JEFFERSON PLACE SUB-DIVISION COUNCIL, through its undersigned members, and declared that it agrees that the change in minimum and maximum set back lines set forth above regarding Lots 176 through 182, both inclusive, Jefferson Place, is desirable and necessary and to the best interest of the subdivision as a whole and the owners of all lots in the subdivision and the said Jefferson Place Subdivision Council does hereby approve the said change as hereinabove set forth.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the dates set forth opposite the signatures of the parties hereto and in the presence of the witnesses shown.

Signed at Baton Rouge, Louisiana,
this 30th day of January, 1956
in the presence of:

Norma Strickland

Lucas T. Loh

JEFFERSON PLACE, INC.

L. W. Baton, Jr.
L. W. Baton, Jr., President

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Signed at Baton Rouge, Louisiana
this 20 day of January, 1956,
in the presence of:

Bernadette H. Helbert

Peggy F. Sweeney

Donald Joseph Chappius
Donald Joseph Chappius

Signed at Baton Rouge, Louisiana,
this 21 day of January, 1956,
in the presence of:

Peggy F. Sweeney

Bernadette H. Helbert

Fred A. Hammaman, Jr.
Fred A. Hammaman, Jr.

Signed at Baton Rouge, Louisiana,
this 20 day of January, 1956,
in the presence of:

Peggy F. Sweeney

Bernadette H. Helbert

Inez W. Land
Inez W. Land

Signed at Baton Rouge, Louisiana,
this 20 day of January, 1956,
in the presence of:

Peggy F. Sweeney

Bernadette H. Helbert

Edmund J. Land
Edmund J. Land
Edmund

Signed at Baton Rouge, Louisiana,
this 2 day of January, 1956,
in the presence of:

Peggy F. Sweeney

Bernadette H. Helbert

Daniel C. Hardesty
Daniel C. Hardesty

Signed at Baton Rouge, Louisiana,
this 27 day of January, 1956,
in the presence of:

Peggy F. Sweeney

Bernadette H. Helbert

Arthur H. Tutthill
Arthur H. Tutthill

Signed at Baton Rouge, Louisiana,
this 28 day of January, 1956,
in the presence of:

Peggy F. Sweeney

Bernadette H. Helbert

James A. Moore
James A. Moore

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FILED FOR RECORD
BY 10:25
MAY 8 1956
CLERK and RECORDER

Signed at Baton Rouge, Louisiana,
this 30 day of January, 1956,
in the presence of:

Peggy F. Lawrence
Bernadette H. Thibault

Signed at Baton Rouge, Louisiana,
this 30th day of January, 1956,
in the presence of:

Murray J. Shaw
Robert H. Lench

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FILED FOR RECORD
at 10:35 AM
JAN 3 1956
T. W. C. B. S. S. S.
BY: T. W. C. B. S. S. S.

Margaret Landry Moore
Margaret Landry Moore

JEFFERSON PLACE SUBDIVISION COUN-
CIL:

BY: R. M. Coleman
Wm. Bailey Smith