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REC 1476753

ACT OF RESTRICTIONS
OF
KENILWORTH SUBDIVISION, FIRST FILING

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
CITY OF BATON ROUGE

Before me, the undersigned authority, a Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, duly commissioned, qualified and residing in said Parish and State, personally came and appeared:

-----KENILWORTH PROPERTIES, INC.-----

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2018

a Louisiana corporation organized under the laws of the State of Louisiana and having its principal domicile and place of business in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its President, Seaborn R. Wicker, Jr., he being duly authorized to so act herein on behalf of said corporation pursuant to a resolution of the Board of Directors of Kenilworth Properties, Inc., a copy of which is on file and of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, who, after being by me first duly sworn, did declare that it is the intention of the said Kenilworth Properties, Inc., as Owner of all lots and parcels of ground, being Lots Number Two (2) through Ten (10), inclusive, Thirteen (13) through Forty-Three (43), inclusive, Forty-Six (46) through Sixty-One (61), inclusive, Sixty-Four (64), Seventy (70), Seventy-Three (73) through Eighty (80), inclusive, Eighty-Three (83) through Ninety-Four (94), inclusive, Ninety-Seven (97) through One Hundred Eight (108), inclusive, One Hundred Twelve (112) through One Hundred Twenty-One (121), inclusive, One Hundred Twenty-Four (124) through One Hundred Thirty-Three (133), inclusive, "A," "B," "C," "D," "E," "F," "G," "H" and "J," comprising Kenilworth Subdivision, First Filing, which is shown and set out on a map prepared by Paul C. Boudreaux & Associates, Inc., Consulting Engineers, entitled "Final Plat of Kenilworth Subdivision, First Filing, for Kenilworth Properties, Inc., S. R. Wicker, President, Being a Portion of the Rosario Martina, Doris Mascarella, Paul A. Delaville, Ciro J. ... rito and C. D. Hewes Properties and located in Sections 49 and 50, T-8-S, R-1-E and 53 and 64, T-8-S, R-1-E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana," dated 7-1-1968, a copy of which map is attached hereto and made a part hereof and paraphrased "to wit" by me, said Notary, for identification herewith. I do hereby establish, and it does hereby establish, certain building restrictions and conditions for the benefit of said property and properties to be binding upon and enforceable by the present or future owners of said property or properties, or any part thereof. It being the intention to establish these restrictions and conditions as servitudes and covenants running with the land, said restrictions being set out as follows to-wit:

1. All of the lots contained in said subdivision are hereby designated as residential lots and restricted to residential uses only. No building shall be erected, placed or permitted to remain on any of said lots other than (1) detached single family dwelling not to exceed 2-1/2 stories in height and a private garage for not more than four (4) automobiles and not less than two (2) automobiles.

2. Kenilworth Subdivision, First Filing, will be served by an underground electric distribution system, 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 or companies serving the subdivision. The type of service proposed to be supplied will be alternating current at approximately Sixty (60) cycles per second, single phase, Three (3) wire, 120/240 volts, and metered at 240 volts. Any purchaser of lots in Kenilworth Subdivision, First Filing, understands and agrees that only underground electric service of 120/240 volts, single phase, Three (3) 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 utility company or companies serving said subdivision.

3. No building shall be erected, placed or altered on any lot until a complete set of construction plans, specifications and a plot plan showing the location of the structure to be so erected, placed or altered has been submitted to and 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. This set of construction plans, specifications and plot plan will be retained by and become the property of the Architectural Control Committee. Any building so erected, placed or altered shall not be constructed exteriorly of imitation brick, imitation stone or asbestos and not more than Twenty (20) per cent of the exterior, at the discretion of the Architectural Committee, may be trimmed in wood or other acceptable materials on single story residences. For residences in excess of one story in height, the first story must be constructed consistent with the above requirements for single story residences and the remaining stories of said residence may be constructed exteriorly of wood or other building material which is acceptable to the Architectural Control Committee at its sole discretion. Said Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable or which in its discretion detracts from the value of the building or structure itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

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

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- (a) On Lots Number Two (2) through Ten (10), inclusive, One Hundred Twenty-Four (124) through One Hundred Thirty-Three (133), inclusive, and such lots as are created by the resubdivision of Lot "J," "A" and "B," there shall be a minimum of Twenty-Six Hundred (2,600) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport.
 - (b) On Lots Number Thirteen (13) through Twenty-Five (25), inclusive, and Lots One Hundred Twelve (112) through One Hundred Twenty-One (121), inclusive, and any such lots as are created by the resubdivision of Lot "C," there shall be a minimum of Twenty-Four Hundred (2,400) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport.

- (c) On Lots Number Twenty-Six (26) through Forty-Three (43), inclusive, Ninety-Seven (97) through One Hundred Eight (108), inclusive, Eighty-Three (83) through Ninety-Four (94), inclusive, and such lots as are created by the resubdivision of Lots "D" and "E," there shall be a minimum of Twenty-Two Hundred (2,200) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport.
- (d) On Lots Number Forty-Six (46) through Sixty-One (61), inclusive, Sixty-Four (64), Seventy (70), Seventy-Three (73) through Eighty (80), inclusive, and such lots as are created by the resubdivision of Lots "F," "G" and "H," there shall be a minimum of Two Thousand (2,000) square feet of living area in each residence, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport.

In the event that the residential structure to be erected on any of the foregoing lots shall contain more than one (1) story, then in that event, a minimum of Twelve Hundred (1,200) square feet of enclosed living area is required on the first or ground floor.

495 5. No building shall be located on any lot nearer to the front property line than Thirty-Five (35') feet, nor nearer to the side property lines than Eight (8') feet. The Architectural Control Committee may review all plans with the idea of maintaining a minimum of Five (5') feet variance of front lines of adjacent buildings and structures and may require such a variance. The Architectural Control Committee shall have the authority to vary the front and side building line requirements in cases where in its opinion topographical features warrant such a variance or where such variance would prevent the destruction of one or more desirable trees, except that in no instance may the front or side building lines requirements be less restrictive than required by the zoning ordinance for the Parish of East Baton Rouge, State of Louisiana, for A-1 residential areas. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to allow any portion of a building on a lot to encroach upon another lot. Detached garages and accessory buildings shall not be erected closer to any sideline than Five (5') feet nor nearer than Ten (10') feet to the rear lot line. A maximum setback line of Fifty-Five (55') feet is hereby established.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

7. 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.

8. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, provided, however, that this covenant shall not prohibit the use of more than one (1) lot for one (1) residence. This covenant shall not prohibit the resubdivision of lots "A," "B," "C," "D," "E," "F," "G," "H" and "J," which lots are expressly intended to be resubdivided. Notwithstanding this prohibition

to the resubdivision of lots, any lot or lots may be resubdivided or replatted with the express written consent and permission of the Architectural Control Committee.

9. 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 or in such numbers or conditions as may be offensive to other property owners in the subdivision.

10. No fence shall be erected on said lot beyond the front building setback line of that lot, nor shall a fence be erected on a lot that does not have a home constructed on it unless this lot is to be used in conjunction with the residence adjoining it on the adjacent lot.

11. Should construction of a prospective residence, building or structure not be commenced within Six (6) months after approval by the Architectural Control Committee, or should construction not be completed within Eighteen (18) months after approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The Architectural Control Committee may grant extensions of its approval from time to time for good cause stated. Should construction not commence or be completed for reasons beyond the 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 Architectural Control Committee in proportion to the delay caused by the event.

496 12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporary or permanent. No structure in addition to the main dwelling, either of temporary or permanent construction, may be constructed without first having been approved by the Architectural Control Committee, and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.

13. An Architectural Control Committee composed of the following members: (1) Seaborn R. Wicker, Jr.; (2) Paul C. Boudreaux; and (3) Louis H. Faxon is hereby appointed. A majority of the Committee may designate a representative to act for it in its capacity. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor member. Neither the members of the committee nor its representative shall be entitled to any compensation for services performed pursuant to this covenant. The decision of the Architectural Control Committee shall be final and non-appealable. In the event of any dispute or controversy involving the interpretation of these restrictions.

14. The Committee's approval or disapproval as required in these covenants shall be in writing. No construction shall be started until the plans have been approved in writing by the said Committee or its representative. In the event the Committee, or its designated representative, fails to approve or disapprove, within Thirty (30) days after the plans and specifications have been submitted to it, as aforesaid, in writing, 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.

15. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system, until the method of sewerage treatment and disposal has been approved by the Health Unit of East Baton Rouge Parish, State of Louisiana.

16. All residences built on the lots which comprise Kenilworth Subdivision, First Filing, shall face onto Kenilworth Parkway. No garage or carport shall open to any street on which the residence faces unless the garage or carport is wholly on the rear one-third of the lot. No garage or carport shall open to any side street unless it is no closer to the front street than Seventy (70') feet.

17. No garage apartment shall be erected or permitted on any lots. However, garages with living quarters may be erected for occupancy by domestic servants who are employed in the family residence on such lot, but for no other purposes may a garage be used as living quarters.

18. No sign of any kind shall be displayed to the public view on any lot or in the streets of the subdivision, except one (1) sign of no more than Five (5) square feet advertising that particular property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. However, this limitation shall not apply to the developer of the subdivision during the course of its initial development.

19. No rubbish, trash, garbage or other waste materials may be accumulated or dumped or maintained on any lot of the subdivision. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Committee, or its representative, may, at its discretion, cause the lot to be mowed and the owner of such lot shall be obligated to reimburse the cost incurred for such mowing.

497 20. No boats, vehicles, campers or trailers of any kind, or parts or appurtenances thereof, be kept, stored, repaired or maintained on any street or on any lot nearer to the street than the minimum building setback line and in no event shall the same be kept, stored, repaired or maintained in any manner which would detract from the appearance of both the individual lot and the subdivision.

21. 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 building thereon. No vacant lot shall be used for farming or garden purposes except that flowers and shrubbery may be grown for non-commercial purposes.

22. 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 each unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change said covenants in whole or in part.

23. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter provisions shall remain in full force and effect.

THUS DONE, READ AND SIGNED in my notarial offices in the City of Baton Rouge, Louisiana, by said appearer in the presence of the undersigned competent witnesses and me, said Notary, on this 14th day of May, 1968.

WITNESSES:

Wm. O. Taylor, Jr.

KENILWORTH PROPERTIES, INC.

Donald B. Clarke

by: *Robert R. Wicker, Jr.*
Robert R. Wicker, Jr., President

W. P. Wray, Jr.
Notary Public

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RECORDED PSH E. B. R.
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William E. Taylor
NOTARY PUBLIC & REGISTER