

NINTH

NO. 86 6229001

ACT OF RESTRICTIONS  
OF  
KENILWORTH SUBDIVISION, NINTH FILING

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, State of Louisiana, duly commissioned, qualified and residing in said Parish and State, personally came and appeared:

ROYAL AMERICAN CORPORATION,

a Louisiana corporation, organized under the laws of the State of Louisiana, appearing herein through its President, Sam A. Gallo, he being duly authorized on behalf of said corporation pursuant to a resolution of the Board of Directors of said corporation, as owner of all lots and parcels of ground, being KENILWORTH SUBDIVISION, NINTH FILING, as shown on the official recorded subdivision map.

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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, altered, placed or permitted to remain on any of said lots other than one (1) detached single family dwelling not to exceed 2-1/2 stories in height and a private garage for not more than four automobiles and not less than two automobiles.

2. KENILWORTH SUBDIVISION, NINTH 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 60 cycles per second, single phase, three wire, 120/240 volts, and metered at 240 volts. Any purchaser of lots in KENILWORTH SUBDIVISION, NINTH FILING, understands and agrees that only underground electric service of 120/240 volts, single phase, three wires, 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 Control Committee, may be trimmed in wood or other acceptable materials on 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 standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable of which in its discretion detracts from the value of the building or structures 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 erected on any lot comprising KENILWORTH SUBDIVISION, NINTH FILING, is that each such residence shall have a minimum of 1,750 square feet of living area, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport.

5. No building shall be located on any lot nearer to the front property line than 30 feet nor nearer to the side property lines than 8 feet. The Architectural Control Committee may review all plans with the idea of maintaining a minimum of 5 feet variance of front lines of adjacent buildings and structures and may require such 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 a variance would prevent the destruction of one or more desirable trees, except that in no instance may the front or side building line 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 50 feet is hereby established.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 745 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. 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 18 months after approval, then the approval of the Architectural Control Committee shall be automatically withdrawn. The 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 Committee in proportion to the delay caused by the event.
12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings 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) Sam Gallo; (2) Samuel G. Dupree; and (3) Paul Hyde 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 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 sewage treatment other than connection to a sanitary sewer system, until the method of sewage treatment and disposal has been approved by the Health Unit of East Baton Rouge Parish.

16. 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 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 be garage be used as living quarters.

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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.

20. No boats, vehicles, campers or trailers of any kind, or parts of 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 the construction of a residence or other building thereon. No vacant lot shall be used for farming or gardening 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 of 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 covenant in whole or in part.

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

THIS 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 11<sup>th</sup> day of February, 1975.

WITNESS

ROYAL AMERICAN CORPORATION

Debbie Graves By: [Signature]  
Sdm. Capt.

Sharon Copelax

[Signature]  
Notary Public

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DEPUTY CLERK & RECORDERS