



FIRST FILING ASSOCIATION RESTRICTIONS

LOTS 1 - 48

(This is a converted version. The text is the same, but the clarity has been greatly enhanced, the original handwritten information converted to bold type, and the recordation stamps removed. A copy of the recorded and filed restrictions may be obtained through the Clerk of Courts.)

ACT OF RESTRICTIONS
OF
OLD JEFFERSON CROSSING

STATE OF LOUISIANA
PARISH OF RAST BATON ROUGE

BE IT KNOWN, that on this **10th** day of **August**, 1994, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

CHRIBRAN COMPANY, L.L.C., a Louisiana Limited Liability Company, authorized to and doing business in the Parish of East Baton Rouge, Louisiana; herein represented by its duly authorized agent, Marais Mercer;

who did depose and say that:

Appearer is the owner of the immovable property hereinafter described, and, by this act, impose upon the property the restrictions, conditions, liens, and servitudes hereinafter set forth.

1. **PURPOSE**

The purpose hereof is the creation of a residential community having a uniform plan of development and the preservation of property values and amenities in that community. The immovable property described herein is hereby subjected to the covenants, restrictions, conditions, reservations, liens, and charges herein set out to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of buildings sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of the property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain property setbacks from streets, and, in general, to provide adequately for quality improvement of the property and thereby enhance the values of investments made by purchases of building sites therein.

2. **THE PROPERTY**

2.1 The immovable property now owned by Appearer and referred to herein is described as follows, and is subject to the covenants, conditions, and restrictions set out herein:

Lots 1 thru 48, and any private fence servitudes, or landscape areas as shown on the Final Plat of Old Jefferson Crossing, prepared by P. Daniel Wiggins, C.E. & R.L.S., dated **July 11, 1994** recorded: at Original **145** Bundle **10528** in the official records of East Baton Rouge Parish, Louisiana.

2.2 The property and all other portions thereof hereinafter shall be conveyed, transferred, and sold by any record owner thereof subject to the conditions, covenants, restrictions, reservations, servitudes, liens, and charges hereinafter set out, all of which are imposed upon the property, and all of which shall run with the land.

3. IMPROVEMENT RESTRICTIONS

3.1 There is hereby created Old Jefferson Crossing Subdivision Council (the "Council") to be composed of three individuals. The initial members of the Council shall be appointed by Appearer and shall serve for one year, and their successors shall be appointed by Appearer until such time as all the lots are sold or an act executed by Appearer and recorded in the official records of East Baton Rouge Parish releases this right to the other lot owners in the subdivision. The Council shall serve without pay and shall check all building plans to ascertain their thorough compliance with all of the restrictions as set forth herein. The decision of the Council, in the event of any dispute or controversy regarding the interpretation of these restrictions and covenants, shall be final and non-appealable. The first members of the Council are:

Christopher P. D'Agostino
6750 Exchequer Dr.
Baton Rouge, Louisiana 70809

Odette D'Agostino
6750 Exchequer Dr.
Baton Rouge, Louisiana 70809

Marais Mercer
6750 Exchequer Dr.
Baton Rouge, Louisiana 70809

3.2 No residence, building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition, change, or alteration of any kind therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, garage door, and garage specifications, shall have been submitted to and approved in writing by a majority vote of the Council and a copy thereof as finally approved lodged permanently with the Council.

3.3 One (1) set of plans, including plot plan, must be submitted for Council approval.

3.4 No house shall be erected, altered, placed, or permitted to remain on any one of the said lots other than one (1) detached single family dwelling not to exceed two and one-half stories in height, a private garage or carport for not more than four (4) cars, and other accessories incidental to residential use of said lots, such as swimming pools, bathhouse, and/or gazebos. If any part of a garage is located on the front one-half of the respective lot, it must have a metal garage door and the exterior material facing the street must be the same exterior material as on the house. Detached structures may be constructed only with the prior written approval of the Council, evidenced by majority vote thereof.

3.5 In the event the Council fails to approve or disapprove within thirty (30) days after any matter, including plans and specifications, have been submitted to it, approval shall not be required by the Council, however, all other provisions shall continue to apply.

3.6 No residence shall be erected on any lot in Old Jefferson Crossing Subdivision containing, exclusive of porches, breezeways, garages, and carports, less than One Thousand Four Hundred (1,400) square feet of living area.

3.7 Unless approved in advance by the Council (and provided that the placement on said lot does not violate any zoning or subdivision ordinances or regulations), no residence shall be built nearer than five (5) feet to the sideline of a lot, except as shown on the official subdivision plat. Front and rear minimum building setback lines shall be in accordance with the official subdivision plat.

3.8 Any residence erected, placed, or altered shall not be constructed exteriorly of sixty (60) percent brick, stucco, or drivit, and not more than forty (40) percent of the exterior, at the discretion of the Council, may be other building material. All painted exteriors must have at least two (2) coats.

3.9 Fireplace flues and chimneys shall be covered with the same material as used on the exterior of the residence.

3.10 No garage apartment shall be built on any of said lots.

3.11 Servitudes for installation, maintenance of utilities, and drainage facilities are reserved as shown on the final plat of Old Jefferson Crossing Subdivision.

3.12 Nothing in these restrictions shall prohibit an owner of any two (2) adjoining lots having frontage on the same street from erecting a residence on the two (2) lots, which shall be considered, for the purpose of these restrictions, as one (1) lot.

3.13 No lot or lots shall be sold except with the description as shown on the plat of the subdivision referred to above, provided, however, that any lot or lots may be subdivided or re-platted with the written consent of the Council, evidenced by a majority vote thereof.

3.14 No outside lines, outside television antennas, satellite dishes, above-ground improvements or hanging devices shall be allowed without the written consent of the Council, evidenced by a majority vote thereof.

4. GENERAL COVENANTS, OBLIGATIONS, AND RESTRICTIONS

4.1 Structures in Old Jefferson Crossing Subdivision shall be used for residential purposes only. No part of any property in this subdivision shall be used for apartment houses, offices for the conduct in the home of occupations such as medical offices, retail or wholesale shops of any kind, for schools, churches, assembly halls, or fraternity houses. There shall be no raising of livestock such as cows, horses, pigs, sheep, and rabbits, or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers, as to cause a nuisance.

4.2 No trailer, basement, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, except as may be provided in Section 3.4 above.

4.3 No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Upon completion of a residence, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one (1) household only, provided it is not visible from the street and is kept free from noxious odors and insects.

4.4 No sign of any kind, except standard real estate signs, shall be displayed to the public view, on or from any building site, without the prior consent of the Council or its agents.

4.5 No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance to nuisance to the other owners.

4.6 Nothing shall be altered, constructed in, or removed from, common landscape areas, if any, as shown on the final plat, except upon the written consent of the Council.

4.7 There shall be no storage or obstructions placed on, or parking on, any common landscape areas, if any, without the prior written consent of the Council.

4.8 No offensive or unlawful use shall be made of the subdivision property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable

jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance modification are enforceable in the same way as the responsibility for the maintenance and repair of the property concerned.

4.9 Each individual lot owner shall be responsible for the maintenance of all landscaping on his lot and for maintaining his lot, residence, and driveway in a clean and orderly fashion at all times, and the owner shall be responsible for paying all costs of said maintenances and for any such repairs which may be necessary. Lot owners shall keep all lots mowed at all times and free from rubbish, trash, debris, and noxious weeds in default of which the Council may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorneys fees.

5. COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 The Council has the specific right, upon a majority vote of its members, to levy and collect (by legal proceedings if necessary) from each lot owner in Old Jefferson Crossing Subdivision an annual assessment not to exceed twenty-five (25) dollars per year, in order to provide said subdivision with maintenance of the common landscape areas, if any, are provided in the development and shown on the final plat, gardening, and any other services generally undertaken or furnished by private associations of property owners. Any assessment shall be made in writing directed to the property owner, and upon failure to pay within thirty (30) days from date the notice is given, a copy thereof can be filed with the Clerk and Recorder for the Parish of East Baton Rouge, Louisiana, and will act as a lien upon the property so assessed. In addition to using the revenue for the purposes specified herein, the Council may use the revenue for such purposes as will, in the opinion of the majority of the residents of Old Jefferson Crossing Subdivision, benefit the residents and property owners in Old Jefferson Crossing Subdivision provided, however, that such assessment shall when filed rank only from the date of recordation. Assessments may only be increased by written agreement of seventy-five (75) percent of the residents.

5.2 All cash amounts or cash sums due pursuant to the terms of this agreement or any assessments that have been levied shall bear interest at the rate of ten (10) percent per annum from date due until paid. Any party who fails to comply with said party's obligations hereunder shall also be liable to pay court costs and reasonable attorneys fees of the other party.

5.3 The right to collect and administer the maintenance assessments and obligations may, upon a vote in writing of a majority of the lot owners may be transferred to a corporation formed for that and any other purposes, or to an individual designated by the Council to perform this function.

6. MISCELLANEOUS PROVISIONS

6.1 These stipulations and restrictions 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 this date, at which time said covenants shall be automatically extended for a successive period of ten (10) years, unless by written consent of the majority of the then owners of the lots in said subdivision, duly recorded in the conveyance records of this Parish, it is agreed to change said stipulation and restrictions, in whole or in part, in which event, the covenants referred to in that instrument which the majority in interest of owners shall state that it is their desire to abolish shall cease to have further force or effect at the end of the then current term, and all remaining restrictions, amended or otherwise, shall remain in full force and effect for the succeeding term.

6.2 If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the provisions hereof, it shall be lawful for any other person or persons owning any portion of the properties or any lot, or the Council, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and to seek injunctions to prevent him or them from so doing or to recover damages or other amounts for such violation. Any purchaser of any lot in Old Jefferson Crossing Subdivision shall be entitled to sue for his own account or for the account of the other parties similarly involved or situated, or both, or to seek injunctive relief or damages or such other relief as may be available. Failure of any person, firm, or corporation to enforce

any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.3 Invalidation of any one of these stipulations or restrictions, or a part thereof, by judgment or court order, or as herein provided, shall in no way affect any other provision herein contained, which other provisions shall remain in full force and effect.

6.4 These restrictions may be amended or modified upon the written consent of 85% of the lot owners in this subdivision or by the Old Jefferson Crossing Subdivision Council in their sole discretion.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

CHRIBRAN COMPANY, L.L.C.

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By: **Marais Mercer**, Manager

Don Militello

?
NOTARY PUBLIC

AMENDMENT TO ACT OF RESTRICTIONS
OF
OLD JEFFERSON CROSSING

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 30th day of November, 1994, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

CHRIBRAN COMPANY, L.L.C., a Louisiana Limited Liability Company, authorized to and doing business in the Parish of East Baton Rouge, Louisiana; herein represented by its duly authorized agent, Christopher D'Agostino;

RANDY MILITELLO CONTRACTORS, INC., a Louisiana corporation authorized to and doing business in the Parish of East Baton Rouge, Louisiana; herein represented by its duly authorized agent;

RANDALL STEPHEN MILITELLO, a legal resident of and domiciled in the Parish of East Baton Rouge, Louisiana;

DONALD P. MILITELLO, a legal resident of and domiciled in the Parish of East Baton Rouge, Louisiana; and

Orlando Acevedo, a legal resident of and domiciled in the Parish of East Baton Rouge, Louisiana;

who after being duly sworn, did depose and say that:

On August 10, 1994, Act of Restrictions of Old Jefferson Crossing were executed and recorded in the official records of East Baton Rouge Parish, Louisiana, at Original 343 Bundle 10532 effecting the following described immovable property:

Lots 1 through 48, and any private fence servitudes, or landscape areas as shown on the Final Plat of Old Jefferson Crossing, prepared by P. Daniel Wiggins, C.E. & R.L.S., dated July 11, 1994 recorded at Original 145 Bundle 10528 in the official records of East Baton Rouge Parish, Louisiana, and

Appearers are the sole owners of the lots contained in Old Jefferson Crossing, and appear herein for the purpose of amending the Act of Restrictions to add the following:

"3.15 No detached structure may be constructed without first having been approved by the Architectural Control Committee, any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on that same lot.

3.16 Sodding and landscaping of the front yard shall be installed within sixty (60) days of occupancy of the residence.

3.17 No boats, vehicles, campers or trailers of any kind, or parts or appurtenances thereof, may be kept, stored, repaired, or maintained for any street or on any lot, except in the garage, 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.

3.18 When a residence is built on any lot, the owner thereof shall use only the mailbox designated by the Architectural Control Committee, the purchase and maintenance thereof to be the sole responsibility and at the cost of each respective lot owner. Developers have information on where said mailbox is available."

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the date first above written.

WITNESSES:

CHRIBRAN COMPANY, L.L.C.

Odette D'Agostino

By: **Christopher D'Agostino**

Brandi M Leonad

RANDY MILITELLO CONTRACTORS, INC.

By: **Randy Militello**

Randall Stephen Militello

Donald P. Militello

Orlando Acevedo

Marais C. Hilbun
NOTARY PUBLIC

SECOND AMENDMENT TO ACT OF RESTRICTIONS
OF
OLD JEFFERSON CROSSING (FIRST FILING)

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 13th day of November, 1997, before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared the first members of the Council:

Christopher D'Agostino, a legal resident of and domiciled in the Parish of East Baton Rouge, Louisiana;

Marais Mercer, a legal resident of and domiciled in the Parish of East Baton Rouge, Louisiana;

Odette D'Agostino, a legal resident of and domiciled in the Parish of East Baton Rouge, Louisiana; and

who after being duly sworn, did depose and say that:

On August 10, 1994, Act of Restrictions of Old Jefferson Crossing 1st filing were executed and recorded in the official records of East Baton Rouge Parish, Louisiana, at Original 343 Bundle 10532, and amended December 2, 1994, original 234 Bundle 10559, effecting the following described immovable property:

Lots 1 through 48, and any private fence servitudes, or landscape areas as shown on the Final Plat of Old Jefferson Crossing, prepared by P. Daniel Wiggins, C.E. & R.L.S., dated July 11, 1994 recorded at Original 145 Bundle 10528 in the official records of East Baton Rouge Parish, Louisiana,

Appears for the purpose of amending the Act of Restrictions to add the following:

"3.14 A – No basketball goals shall be erected in the front of any residence."

THUS DONE AND SIGNED IN Baton Rouge, Louisiana, on the date first above written.

WITNESSES

OLD JEFFERSON SUBDIVISION COUNCIL

? Spaulding

By: **Christopher P. D'Agostino**

? ?

By: **Odette D'Agostino**

By: **Marais Mercer**

Elba D. Harnsby
NOTARY PUBLIC