

**TARA SUBDIVISION, FIFTH FILING**  
**SEPTEMBER 2011**  
**AMENDED RESTRICTIONS FOR TARA SUBDIVISION, FIFTH FILING**

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

*Original Restrictions:*  
Original 983 Bundle 9162

*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 the undersigned witnesses to the signatures of over a majority of the current property owners of lots in the Fifth Filing of Tara Subdivision in East Baton Rouge Parish, who in accordance with paragraph 15 of the original restrictions for Tara subdivision, 5<sup>th</sup> Filing do hereby establish, amend, supplement and modify the original restrictions of record in the following manner. All Other original restrictions, covenants, and conditions remain in effect as recorded as if copied in extension where not amended. In case of conflict, these amendments shall control.

**PART I. ADMINISTRATION – GENERAL POWERS AND AUTHORITY OF THE TARA CIVIC ASSOCIATION, INC. AND PROPERTY OWNERS.**

1.1 Tara Civic Association and Property Owners:

The Tara Civic Association, Inc. was incorporated on March 24, 1970 as a nonprofit corporation. The corporation’s charter is recorded in the records of the Louisiana Secretary of State’s office as number 04002640 N and is the only homeowners or civic association or its successors referred to herein with the authority to enforce these restrictions, in addition to the property owners in this Fifth Filing, Tara Subdivision, or their successors. The Tara Civic Association, Inc. or its successors will be hereinafter be referred to as the Board.

1.2 All lot owners in the Fifth Filing of Tara Subdivision shall be members of the Tara Civic Association subject to the Articles of Incorporation and By Laws of the Tara Civic Association Inc.

1.3 Liability of Tara Civic Association:

The Board, including its delegated committees, shall be protected from liability to the fullest extent of Louisiana law of non-profit homeowner’s associations for all lawful, good faith actions in fulfilling their duties to act in the best interests of the corporation and its members as a whole, and said members shall be entitled to the full limitations of liability afforded non-paid board members of non-profit homeowner’s associations.

1.4 General Powers and Authority of Board of Directors and Architectural Committee:

The authority of the Architectural Control Committee granted in paragraph 13 of the original restrictions to certain named individuals, now deceased is hereby transferred to the Board of Directors of the Tara Civic Association, Inc., who may delegate such duties to the Architectural Control Committee to serve for such terms and on such conditions as the Board may designate. Plans shall be submitted to the address of the Tara Civic Association at the address as filed with the Louisiana Secretary of State’s office, or as published on the website for the Tara Civic Association.

The decision of the Board regarding owners’ submitted plans for approval shall be in writing and rendered within 30 days of acceptance of completed plans by the Board. If the Board deems further information is needed with regard to plans submitted, the thirty (30) - day period for approval or disapproval shall not begin until the plans submitted contain all of the information required by the Board to render a decision as to their approval. In the event the Board fails to approve or disapprove in writing within thirty (30) days after all of the requested plans and specifications have been submitted and accepted as complete, approval will not be required; however, such approval by default shall not authorize the violation of any specific restriction set forth herein, such as building and fencing setback lines or harmony in material and general appearance.

Additionally, any and all plans submitted to the City-Parish for building permitting shall also be submitted to the Board for approval prior to any construction of any improvements on any lot in Tara Subdivision, including fencing.

The decision of the Board shall be final and non-appealable. If the construction of a proposed improvement has not commenced within six (6) months after the Board’s approval, the Board’s approval shall be considered withdrawn, and new approval for the proposed construction must be obtained. However, the Board may grant extensions of approval for

good cause, including but not limited to reasons beyond the control of the owner or contractor. Extensions of time must be requested in writing to the board prior to the original six (6) month time period expiring. Once expired, the approval process will start anew.

Board approval is required for any and all work that affects the exterior of the home and affects the compatibility and harmony of the home with the general appearance of other dwellings in the subdivision. Interior renovations are not subject to board approval, but they must be done in accordance with all local codes set forth by the city of Baton Rouge and all regulatory agencies that have authority over residential construction.

#### 1.5 Time Limit for Amending Restrictions:

These covenants, building restrictions, and amendments are to run with the land, and shall be binding on all property owners and lots in Tara Subdivision, Fifth Filing (being lots 611 through 629 inclusive), for an initial period of two (2) years from September 22, 2011 or recordation date of these amendments, whichever comes last, after which time said covenants shall be automatically extended for successive periods of two (2) years, unless a majority of the then lot owners have signified their approval in writing to the Board of Directors to amend, supplement, establish, alter, terminate, modify or change said covenants in whole or in part, whether to make the same more onerous, or less onerous, and in response thereto, the Board of Directors has caused said amendments to be recorded timely in accordance with the requirements stated hereinafter.

1.6 Notwithstanding the above paragraph regarding amendment of these restrictions, these restrictions may be amended at any time by the written consent of seventy-five percent (75%) of the then lot owners and the written consent of two-thirds (2/3) of the Board.

1.7 For recordation purposes, amendments in accordance with the above procedures shall be effective upon recordation of said amendments, with a notarized certification attached thereto by the Secretary of The Tara Civic Association, Inc. or its successors, that the requisite number of Board of Directors and lot owners have signed a document including all amendments in the presence of two witnesses, the original signatures of the requisite number of lot owners to be maintained with the corporation's official records, and, in addition thereto, an affidavit of the subscribing witnesses to the signatures of the requisite number of lot owners. Said certification by the Secretary of the Tara Civic Association, Inc. shall be deemed proof of the compliance with the amendment process set forth in these restrictions.

## **PART II. RESIDENTIAL AND USE COVENANTS**

2.1 All of the lots contained in this subdivision are hereby designated as single-family residential lots used for single-family purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one (1) detached single family dwelling not to exceed two and one half (2 ½ ) stories in height, with the usual and appropriate outbuildings and a private garage and/or carport designated to house no fewer than two (2) nor more than four (4) cars.

Single-family as used in these restrictions shall be defined as *an individual or two (2) or more persons who are related by blood, marriage or legal adoption living together and occupying a single housekeeping unit with single culinary facility; or not more than two (2) persons, or not more than four (4) persons (provided the owner lives on the premises) living together by joint agreement and occupying a single housekeeping unit with single culinary facility on a nonprofit cost-sharing basis.*

2.2 No lot or lots shall be sold except with the description shown on the official plat of the said subdivision except as outlined herein above. No school, church, assembly hall, group home, halfway house, senior citizens' home, or fraternal group home shall be built or permitted on any lots of said subdivision.

2.3 No buildings or improvements of any kind, including fencing, shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board as to location with respect to property lines and topography, finish grade elevation, quality of workmanship, materials, and appearance, which shall include but not be limited to type of roofing, color of paint and other materials and specifications which shall be compatible and in harmony with the general appearance of other dwellings in the subdivision. Asphalt shingles or masonry ridge caps are generally acceptable.

2.4 No structure of a temporary character, such as a house trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be placed on any lot at any time without Board approval, or used if located on any lot as a residence, either temporarily or permanently.

2.5 A) Accessory buildings, when approved by the Board, must be located in the rear yard only and must not be visible from the street. Maximum size of accessory buildings is limited to 120 square feet. No buildings shall be located closer than 5 feet to any side line or 10 feet to the back property line. Accessory buildings are to be consistent in harmony and appearance with the houses in the filing and shall utilize the same type of roofing materials. "Barn" type accessory buildings with a gambrel or mansard style roof are not acceptable. Accessory buildings finished in wood paneling, hardi-board, wood siding, vinyl siding, or painted aluminum siding are acceptable. However, no finished metals which are prone to rust are acceptable as finish materials.

B) Carports, when approved by the Board, shall be of workmanship, design, and materials which are in harmony with the appearance of the house and in accordance with these restrictions. No commercial metal buildings are to be used for carports or other structures within the neighborhood. No metals which are prone to rust are acceptable as finish materials. Any buildings to be used for boat ports and/or RV ports can be finished in wood, vinyl siding, or painted aluminum siding and must be out of view of the street.

2.6 A) Wood, wrought iron, standard chain link and brick are acceptable fencing materials. No fence, wall or gate that restricts entry to property shall be erected, placed, or altered on any lot closer to any street than the location of the front of the house or the wall facing the street. Chain link fencing may not be erected closer to the street than the walls of the house that face said street(s).

B) Wooden fences or brick masonry walls may not exceed eight (8) feet in overall height, and chain link fences may not exceed six (6) feet in overall height. The use of barbed wire, razor wire and similar items used to line the top of fencing is strictly prohibited.

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

- (a) For single-story residence – 2,000 square feet of heated living area and 2,250 square feet of roof area.
- (b) For one and one-half story residence, two story residence, and two and one-half story residence – 2,350 square feet of total heating living area, and 1,350 square feet of heated living area on the ground floor, and 1,600 square feet of roof area.

In determining the "living area", open porches, screened porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages, and carports shall not be included.

2.8 No garage apartments are to be erected or allowed on any lot.

2.9 Every residence shall have not less than the equivalent of a two car garage or carport. No garage or carport is to be converted to become an enclosed living area without replacing that area with another garage or carport that is the equivalent of a two car garage or carport. Plans for additions or remodeling shall be submitted to the Architectural Control Committee prior to any construction or renovation.

2.10 Servitudes and rights of way for installation and maintenance of utilities and drainage facilities are hereby established as shown on the plat of said subdivision and are dedicated to the perpetual use of the public for such purposes

2.11 These covenants prohibit the re-subdivision 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 which shall thereafter constitute one lot for voting purposes.

2.12 No building or structure shall be constructed using asbestos siding, imitation brick or imitation stone on the exterior; masonry products of good quality are permitted and must cover eighty percent (80%) of exterior.

2.13 Construction period of any single-family dwelling shall be limited to twelve (12) months from date of the issuance of a building permit, and six (6) months from the issuance of any other building permit..

2.14 No noxious or offensive trade or activity shall be conducted on any lot or from any residence; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.15. No commercial business is allowed on any lot or at any residence other than a home office which no clients or customers or sales persons are received, to which no employees come, to which no goods or products are delivered, from which no goods or products are shipped and at which no construction or manufacturing exists.

2.16 Permanent placement of commercial advertisement signage in public view is strictly prohibited with the exception of a home security system and/or monitoring agency signage. Commercial or advertising signage is however allowed to be erected and displayed in public view for a time period defined as "during the time said commercial entity is performing work at the residence, and no longer than two (2) weeks after said commercial entity has completed their work at the residence. All allowable signage displayed in public view is subject to a size restriction of three (3) square feet. Signage displayed for non-commercial purposes, birthdays, schools, and birth announcements are acceptable provided they adhere to the size requirement defined in article 2.16 of these restrictions. Garage sale signage shall be permitted only on the day of the sale. Notwithstanding the foregoing, no signage may be placed between the sidewalk and the street, and no signage should be distracting because of its colors, appearance, size, shape, number of signs, or lighting to the extent that it detracts from the beauty and harmony of the single-family neighborhood appearance.

2.17 Every lease of property within this filing shall be in writing and shall provide that the lessee shall be subject in all respects to the provisions of these restrictions, the Articles of Incorporation and By-laws of The Tara Civic Association, or its successors, and that any failure by the tenant to comply with any of the terms of the foregoing documents and restrictions shall be a default of the lease and shall subject the lessee or tenant and/or property owner to direct action by the Board of Directors or by other property owners.

2.18 Building materials and equipment shall not be placed or stored on any lot except during actual construction, repair, or renovation of a residence or other building. Portable storage containers or dumpsters shall not be allowed on the lot longer than a six (6) month period, unless there is good cause shown to allow an extension of said period. Portable storage containers shall be placed on a lot only in conjunction with renovations, construction or repair; if renovation ceases, then the portable storage container shall be removed promptly. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Upon completion of a residence or structure, or repairs thereto, all debris shall be removed from the premises within seven (7) calendar days from the completion of said construction.

2.19 Garden compost may be kept in quantities required by one household only, provided it is not visible from the street upon which the front of the dwelling faces and is kept free from obnoxious odors and insects.

2.20 No lot shall contain nor shall any lot owner allow conditions on or affecting the premises which are hazardous to the health, safety or welfare of the public, and/or conditions which are detrimental to property values or to the quality of the environment, or detract from the general appearance or quality of the neighborhood and its environment in a manner inconsistent with the harmony and appearance of adjacent properties in the immediate area. Such conditions may include, but are not limited to, the following: permitting accumulation of junk, trash, garbage, litter, refuse, rubbish, appliances, debris, combustible materials, junked inoperable vehicles to occur on said lot, or permitting any vehicle on the lot in need of repair to remain on any lot longer than 30 days; permitting excessive accumulation of items in a carport to the exclusion of its use for parking vehicles; permitting illegal dumping, noxious weeds, overgrown landscaping and vegetation, infestation of insects, vermin or rodents, animals running at large, or dilapidated structures, including those in need of painting or repair; permitting abandoned adjudicated properties; allowing or causing criminal violations to occur; allowing or causing weed liens to be placed against the property; permitting zoning violations to occur on said lot; permitting health code violations to occur on said lot; and permitting other conditions on the lot which are hazardous to public health, safety or welfare. Each of the foregoing conditions described in this paragraph shall constitute a nuisance *per se* under these restrictions.

2.21 No boats, vehicles, school buses, campers or trailers of any kind, including but not limited to recreational vehicles, motor homes or off-road vehicles or parts or appurtenances thereof shall be kept, repaired or maintained on any street or on any lot nearer to the street than the minimum building setback line.

2.22 No house trailers, 5<sup>th</sup> wheelers, buses, commercial vehicles, or trucks other than a private pickup truck shall be kept, stored, repaired, or maintained, on any lot or parked on the street longer than 24 hours, or used as a residence on any lot or servitude or right-of-way.

2.23 Motor homes, RV's, boats, or utility trailers may not exceed twenty-five (25) feet in length and shall be kept on the property to the back of the lot or out of view from any streets so as not to be detrimental to the general appearance or quality of the neighborhood or adjacent properties in the immediate area, and only where the location has been approved by the Board. Residents of corner lots must confer in writing with the Board to establish an acceptable way to store above mentioned items.

2.24 Wreckers, buses for hire, school buses used primarily for transporting school children, trucks other than pickup trucks, semi-trailers, trailers with more than two (2) axles are prohibited from parking on, in, or adjacent to any lot.

2.25 Any undeveloped lot shall be mowed and kept free of noxious weeds to the same extent and as frequently as adjacent lots and shall be compatible with the maintenance and appearance of the other lots in the subdivision.

2.26 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other customary household domestic pets are permitted; provided further, that such permissible pets are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions as may be noxious or offensive or create a nuisance to other property owners in the subdivision or fail to comply with local ordinances to the extent they become a nuisance or annoyance to the neighbors. Pet waste shall be picked up by the owner of the pet at the time it is deposited on another resident's property, in compliance with the leash laws of the Ordinances of the City-Parish of Baton Rouge.

2.27 Property owners shall maintain the lot, landscaping, and all improvements on any lot in good repair and in a neat and orderly manner, including but not limited to exterior painting, mildew removal, siding, trim, and roofing, as well as appropriately maintained and trimmed landscaping and mowed lawns commensurate with other well-maintained property in the subdivision for the purpose of exhibiting harmony throughout the subdivision and enhancing the general appearance of the general plan of development, as well as maintaining the property values therein.

2.28 An un-maintained lawn or lot is defined as one whose owner has not maintained the lawn or lot in compliance with the preceding paragraph and includes, but is not limited to, a lawn whose owner allows weeds or grass to reach a height of nine (9) inches above grade; or has allowed excessive accumulation of objects on the lawn on a repeated basis that creates an unsightly appearance, including but not limited to trash cans, trash, junk, toys and play equipment, and debris in the yard; or has allowed the lawn or lot to reach any condition that is in violation of any or all of these restrictions. In the event that any property owner fails to correct the situation within thirty (30) days of receipt of written notice by certified mail from the Board of Directors to the address of the property owner living on the property or, if an absentee owner, to the address of the owner as listed by the tax assessor of East Baton Rouge Parish, then such condition shall thereby constitute a nuisance *per se* entitling the Board of Directors or lot owners subject to these restrictions to an immediate mandatory injunction allowing the Board of Directors or lot owner to cause the lot to be mowed and/or cleaned up in accordance with these restrictions. The owner violating these restrictions shall reimburse the Board of Directors or lot owners all costs incurred in enforcing these restrictions, including all related attorney fees and court costs to obtain injunctions and court orders and to otherwise authorize the collection of said costs through further legal means.

2.29 Unenclosed garages, carports, and driveways visible from the street shall be maintained free of clutter, including trash, furniture, tools and other items to the extent that such causes an unsightly appearance to the extent it creates a potential hazard, enticement for theft by third parties, excludes the use of the carport for the parking of vehicles, or detracts from the adjacent properties and appearance of the neighborhood.

2.30 Satellite Dishes are not allowed on the front of the house nor on the lawn between the house and the street. Dishes must be placed at least ten (10) feet toward the rear from the front corner of the house when located on the side of the house. Solar Panels may be installed only with Board approval and then only on the rear slope and pitch of a dwelling not visible from the street frontage.

2.31 Use and/or installation of large landscaping features, including but not limited to fountains or statues, that exceed three (3) feet above grade level are not allowed in the front of the house. Use and/or installation of landscaping features with a height of no more than six (6) feet above grade level may be placed in the back yard. Additionally, any and all landscaping features, whether in front, side, or back yard, shall contribute to the overall appearance of the home's landscaping to the extent that it is compatible and in harmony with the general appearance of other landscaping in the subdivision.

2.32 Residents and/or tenants of property owners shall obtain written approval from adjacent neighbors and Baton Rouge City-Parish drainage engineers before changing the elevation of their property through methods that include, but are not limited to placing fill material on the property, such as dirt or sand. Any proposed fill material must not adversely impact the surrounding neighbors in any manner by altering the natural drainage or creating drainage and flooding problems for any portion of the subdivision or the immediate neighbors.

2.33 Residents may not have garage sales in excess of three per year, as consistent with Baton Rouge City-Parish ordinances.

2.34 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

### **PART III. LOCATIONAL STANDARDS AND COVENANTS**

3.1. Building set-back lines from any street shall be as shown on the subdivision map annexed to the original restrictions. In other cases, the following rules shall apply:

No building shall be located on any lot nearer to the side property line than eight (8) feet, except on Tara Boulevard, where no building shall be located nearer to the sideline than ten (10) feet.

(b) Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than eight (8) feet, except on Tara Boulevard, where no building shall be located nearer to the sideline than ten (10) feet.

(c) Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to any side line nor nearer than ten (10) feet to the rear lot line.

(d) 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

Eaves on such carports, garages or accessory buildings shall not extend or cause a rain drip line over any adjacent lot property lines.

3.2 Front building set-back lines are established as shown on the annexed plat map of the original restrictions for Tara Subdivision Fifth Filing.

### **PART IV. MISCELLANEOUS COVENANTS & PROVISIONS**

4.1 Enforcement 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. The Board of Directors of the Tara Civic Association, Inc., or any property owner subject to these restrictions shall be entitled to enforce these restrictions and covenants and recover the actual attorney fees, expert witness fees, and cost of any litigation incurred, which shall be assessed against any property owner(s) adjudged in violation of any restrictions set forth herein.

4.2 The original restrictions and these amendments are predial servitudes, and, as protective covenants and building restrictions, affect all of the above designated lots in favor of each lot and in favor of The Tara Civic Association, Inc., or its successors, which is hereby and herein granted rights of enforcement in addition to each lot owner affected thereby, and are binding on the owner, purchaser, heirs, legatees, and assigns as well as any occupant or tenant of the property or lots designated by virtue of the acquisition of a lot in Tara Subdivision, 5<sup>th</sup> Filing.

4.3 Invalidation of any one of these covenants, clauses, or terms by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect, to the end that any ambiguity or doubt be resolved in favor of the intent expressed herein and the maintenance and enhancement of the general plan of a single-family residential subdivision.

THUS DONE AND SIGNED in Baton Rouge, Louisiana on the dates set forth in the presence of the witnesses subscribed hereto who signed across from the lot owners designated lot and on the dates set forth attached to these Amendments.

