

2010 AMENDED RESTRICTIONS FOR TARA SUBDIVISION, FIRST FILING

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 the required number of current property owners of TARA SUBDIVISION, FIRST FILING consisting of One Hundred Ninety-Seven (197) lots, specifically, lots One through 197 inclusive. The undersigned hereby amend and supplement the act of restrictions for Tara Subdivision, First Filing, by re-stating those restrictions where unchanged, as recorded on May 14, 1965 at Original No. 41 Bundle 5873 in the conveyance records of the Clerk of Court of East Baton Rouge Parish, carried forward herein and by amending and supplementing same to the end that this document represents all the restrictions for Tara Subdivision, First Filing. In case of any conflict or ambiguity on record, these amendments shall control.

These amendments are being amended in accordance with paragraph fifteen (15) of said original restrictions recorded on May 14, 1965, allowing for amendment by a majority of the property owners after the initial term of twenty-five years and prior to the automatic renewal of each 10-year successive period.

The One Hundred Ninety-Seven (197) lots, specifically, lots One through 197 affected by this amendment are all inclusive. The lots affected by this amendment have been included in the map prepared by Great South Corporation, Inc., and Restrictions for Tara, covering lot numbers 1-197, as recorded May 14, 1965 in the conveyance records of the Clerk of Court of East Baton Rouge Parish as Original 41 and Bundle 5873.

The required percentage of the current property owners hereby adopt the following amendments and carry forward existing restrictions that are renumbered or restated to read as follows in their entirety:

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 First Filing, Tara Subdivision, or their successors. The Tara Civic Association, Inc. or its successors will be hereinafter referred to as the Board.

1.2 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.

1.3. General Powers and Authority of Board of Directors and Architectural Committee

The authority of the Architectural Control Committee granted in paragraph 14 of the original restrictions to certain named individuals, now deceased, is hereby transferred to the Board, who may delegate such duties to the Architectural Control Committee to serve for such terms and on such conditions as the Board may designate. 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 Architectural Committee deems to need further information with regards to plans, the thirty (30) day period for approval or disapproval shall not begin until the completed plans are accepted by the Board. In the event the Board fails to approve or disapprove in writing within thirty (30) days after requested plans and specifications have been fully submitted and accepted, 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.

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 from time to time in writing for good cause, including but not limited to reasons beyond the control of the owner or contractor.

1.4 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, First Filing, for a period of ten (10) years from the recordation date of these amendments, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless the majority of the then lot owners have signified their approval in writing to the Board of Directors to amend, 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 herein.

1.5 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 of Directors.

1.6 For recordation purposes, amendments in accordance with the above procedures shall be effective upon recordation of said amendments, with a notarial 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 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 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 (2) stories in height and a private garage for not more than four (4) cars.

A single-family residence is defined to be a family residence that includes one or more persons related by blood, marriage, adoption, or two (2) adults living together by joint agreement and occupying a single housekeeping unit on a non-profit 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 hereinabove. No school, church, assembly hall, group home, halfway house or senior citizens' home shall be built or permitted on any lots of said subdivision.

2.3. No building 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 of Directors 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 (metal roofing materials are not acceptable), 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.

2.4 No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time and used as a residence, either temporarily or permanently.

2.5 Accessory buildings are allowed in the rear yard only and must not be visible from the street. Maximum size of accessory buildings is limited to 120 square feet. Any building of 100 square feet must have a building permit from the city. Buildings can be no closer than 5 feet to any side line or 10 feet to the back property line. Accessory buildings are to be consistent in appearance with the houses in the filing and shall have a shingled roof. Barn type accessory buildings with a gambrel roof are not acceptable. Accessory buildings in wood, vinyl or painted aluminum are acceptable. No metal material which can rust is acceptable.

No metal buildings are to be used for carports. Carports shall be of workmanship, design, and materials which are in harmony with the appearance of the house. Any buildings to be used for boat ports and / or RV ports can be constructed of wood, vinyl or painted aluminum only and must be out of view of the street. No metal material which can rust is acceptable.

2.6 No fence or wall 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. No chain link fence may be erected where it would face any street, including side streets.

Wooden fences or masonry walls may not exceed eight (8) feet, and chain link fences may not exceed six (6) feet in height.

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

- (a) For single-story residence – 1,700 square feet of living area
- (b) For two-story residence – 1,700 square feet total of living area with a minimum of 1,000 square feet of living area on the ground floor.
- (c) For one and one-half story residence – 1,300 square feet of living area on the lower level and a minimum of 400 square feet of living area on the upper level
- (d) Residences on Tara Boulevard must contain a minimum of 2,000 square feet in living area

The above set out living areas are exclusive of open porches and carports or garages.

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

2.9 Every residence shall have no 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 Board.

2.10. Servitudes for installation and maintenance of utilities and drainage facilities are hereby established as shown on the plat of said subdivision.

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.

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 one home must be limited to twelve (12) months from date of building permit.

2.14 These restrictions do not affect Lots A, B and C.

2.15 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.

2.16. No commercial business is allowed on any lot or at any residence other than a home office from 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.

2.17. No commercial or advertising signs for business purposes shall be displayed to the public view on any lots. No sign of any kind shall be displayed to the public view on any lots except small home alarm security signs set back in a landscaped area, a sign not more than three (3) square feet advertising the property for sale or rent and political signs not more than three (3) square feet. Additionally, signs that are displayed for non-commercial purposes, including but not limited to signs advertising the home for sale or rent, political signs, security signs, new baby signs, birthday signs, and school signs are not acceptable if they are larger than three square feet. A small garage sale sign shall be permitted only on the day of the sale. Notwithstanding the foregoing, no sign may be placed between the sidewalk and the street, and no sign should be distracting because of its colors, appearance, and size or lighting to the extent that it detracts from the beauty and harmony of the single-family neighborhood appearance.

2.18 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 to direct action by the Board of Directors or by property owners.

2.19 Building materials and equipment shall not be placed or stored on any lot except during actual construction 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 promptly.

2.20 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.

2.21. No lot shall contain 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 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, criminal violations, or weed liens on 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.

2.22. 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.

2.23 No house trailers, 5th wheelers, buses, commercial vehicles, or trucks other than a private pickup truck shall be kept, stored, repaired, maintained, or used as a residence on any lot or servitude or right-of-way.

2.24 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. Residents of corner lots must confer in writing with the Board to establish an acceptable way to store above mentioned items.

2.25. 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.

2.26. 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.

2.27. 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.

2.28. Property owners shall maintain property 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.

2.29. 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 that create 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 collect said costs through further legal means.

2.30. 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 or to the extent it creates a potential hazard or enticement for third parties.

2.31. 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.

2.32. Yard statues in excess of four (4) feet in height above grade level are not allowed in the front of the house and are not to be visible from the street.

2.33. Residents and/or tenants of property owners must consult with adjacent neighbors and Baton Rouge City-Parish drainage engineers before attempting to change 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. The proposed fill material must not adversely impact the surrounding neighbors in any manner and it must not create drainage and flooding problems for any portion of the subdivision.

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

2.35 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:

(a) 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.

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

3.2 A maximum building set-back line of fifty (50) feet is hereby established, except for a sixty (60) foot maximum building set-back line on Tara Boulevard. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building.

3.3 A minimum set-back line of thirty (30) feet on all regular shaped lots with parallel side lines is hereby established, with the exception of Tara Boulevard where the minimum set-back line is forty (40) feet.

3.4 There may be a minimum set-back line of thirty (30) feet and a maximum set-back line of sixty (60) feet on irregular shaped lots. The irregular shaped lots are designated as lots numbered 20, 21, 113, 114, 115, 124, and 134.

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 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 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.

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 thereto by the owners of the lots designated.