

**UNIFIED AMENDMENT TO THE ACTS  
of  
RESTRICTIONS OF TARA SUBDIVISION  
FIRST, SECOND, THIRD, FOURTH, & FIFTH FILINGS  
EAST BATON ROUGE PARISH, STATE OF LOUISIANA  
2023**

***STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE***

Restrictions of Record affected hereby:   Effective Dates

First Filing:   Original 41 Bundle 5873 May 14, 1965  
Original 363 Bundle 12225 March 25, 2010

Second Filing: Original 3 Bundle 6201 June 23, 1966  
Original 8 Bundle 6208 July 1, 1966  
Original 394 Bundle 12331 June 22, 2011

Third Filing:   Original 69 Bundle 6859 Sept 13, 1968  
Original 019 Bundle 12527 Sept 5, 2013

Fourth Filing: Original 40 Bundle 7156 Oct 1, 1969  
Original 113 Bundle 11650 Sept 10, 2004  
Original 040 Bundle 12527 Sept 5, 2013

Fifth Filing:   Original 983 Bundle 9162 Sept 22, 1976  
Original 717 Bundle 12354 Sept 21, 2011

BEFORE ME, the undersigned Notary Public in and for the Parish of East Baton Rouge, State of Louisiana came and appeared the witnesses to the signatures of a majority or percentage of the owners of the lots designated in each filing on the dates set forth who executed a witness acknowledgement attached hereto and made a part hereof in addition to the Certification of the Secretary of the The Tara Civic Association, Inc. attesting that the required number of property owners in each filing, and the required number of the Board of Directors if applicable, signed the document adopting these Unified Restrictions as set forth hereafter.

who declared that:

PURSUANT THE AUTHORITY set forth in paragraphs 1.4, 1.5 and 1.6 of the First (1<sup>st</sup>) Filing, and 1.5, 1.6 and 1.7 of the Second (2<sup>nd</sup>) Filing, Third (3<sup>rd</sup>) Filing, Fourth (4<sup>th</sup>) Filing, and Fifth (5<sup>th</sup>) Filing of Tara Subdivision, as Amended, the covenants, building restrictions and amendments are to run with the land, and shall be binding on all property owners and lots in Tara subdivision for an initial period of two (2) years from their respective dates of recordation set forth in the references above, after which time said covenants shall be automatically extended for successive periods of two (2) years from the date of recordation unless a majority of the then lot owners, or greater number as set forth at any time, 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, or establish new restrictions and in response thereto the amendments recorded in accordance with the procedure and requirements stated in each filing enumerated therein.

For recordation purposes, amendments in accordance with the reference procedures set forth above shall be effective upon the automatic renewal date of each filing with a notarized certification by Authentic Act that the required numbers of lot owners having signed the amendment adoption document by the Secretary of The Tara Civic Association, Inc. or its successor, and where appropriate that the requisite number of Board of Directors and lot owners have signed said document in the presence of two witnesses. The original signatures on the document of adoption by the requisite number of lot owners is to be maintained with the corporation's official records, with in addition

thereto, an affidavit of acknowledgment by 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 the respective filing's restrictions.

Upon the filing of this Unified amendment to the referenced Acts of Restrictions, all lots in Tara Subdivision, First (1<sup>st</sup>), Second (2<sup>nd</sup>), Third (3<sup>rd</sup>), Fourth (4<sup>th</sup>), and Fifth (5<sup>th</sup>) Filings referenced in this Act and the lots described in each filing and in this amendment shall constitute a single subdivision. The building and use restrictions contained in this Act shall be binding on each lot in Tara Subdivision and shall be fully enforceable by each lot owner in the subdivision in addition to The Tara Civic Association, Inc., Charter No. 04002640N or successor entity.

IN ACCORDANCE with the authorities and purposes as set forth in the referenced Acts of Restrictions for the 1<sup>st</sup> Filing, encompassing Lots 1-197, 2<sup>nd</sup> Filing, encompassing Lots 198-341, 3<sup>rd</sup> Filing, encompassing Lots 342-466, 4<sup>th</sup> Filing, encompassing Lots 467-610, and 5<sup>th</sup> Filing, encompassing Lots 611-629 the requisite number of property owners in each filing of Tara Subdivision (1 through 5), adopt this Unified Amendment for the purpose of consolidating all Acts of Restrictions within each filing listed above.

The requisite number of property owners in Tara Subdivision confirm the prior transfer and/or herein transfer Architectural Control as hereinafter set forth, to The Tara Civic Association, Inc. (Charter No. 04002640N) or its successor, and otherwise amend, consolidate, and supersede all prior restrictions and amendments of each filing with this one unified set of restrictions and covenants for Tara Subdivision. For such purpose, a majority of owners or necessary percentage in each filing have signed an adoption document and statement signifying their adoption of this Unified Amendment to Restrictions of record hereon and do hereby adopt, establish and consent to the following Covenants and Amendments to serve as the Unified Act of Restrictions for Tara Subdivision in East Baton Rouge Parish, State of Louisiana, incorporating Filings, 1<sup>st</sup> through 5<sup>th</sup> as follows:

## 1. PURPOSE

The purpose hereof is the creation of a primarily owner occupied single-family residential community having a **uniform plan of development with all five filings constituting a single community known as Tara Subdivision**, with the further purpose of the preservation of property values, appearance, and amenities in that community, instilling the same with a sense of character, place, and identity. The real property described herein is therefore hereby subjected to the covenants, restrictions, servitudes, conditions, reservations, liens and charges herein set out:

- a. to insure that best use, maintenance and most appropriate development and improvements of each building site thereof including any changes thereon from the original construction;
- b. to protect the owners of building sites against such improper use of surrounding building sites as may depreciate the value of their property or be deemed out of harmony with the design, character and appearance of the subdivision;
- c. to preserve, so far as practicable, the natural beauty of the property;
- d. to guard against the erection thereon of poorly designed or poorly proportioned structures built of improper or unsuitable materials;
- e. to obtain a harmonious color scheme;
- f. to insure the highest and best development of the property;
- g. to encourage and secure the erection and continued maintenance of attractive homes and other improvements thereon that enhance rather than detract from the general visual plan;
- h. to secure and maintain property setback from streets and property lines, and, in general;
- i. to provide adequately for quality improvement of the properties and thereby enhance the values of investments made by the purchasing lots and establishing residential family homes in Tara Subdivision in East Baton Rouge Parish, State of Louisiana.

**It is important to understand that these amended restrictions apply to additions and changes made AFTER approval of the unified amendments. Existing permanent structures, sheds, etc., which may be in conflict with these new restrictions are allowed to stay; however if they need to be rebuilt or modified, the structure must comply with the new Unified Deed Restrictions.**

## **2. THE PROPERTY**

The properties subject to this amendment and consolidation of Filings and restrictions affecting the said properties and all other portions thereof 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, which shall include all servitudes, dedications, and set back lines as designated on the official map plats of record for each filing, all of which are and were imposed upon said properties as predial servitudes, building and use restriction, all which shall run with the land, and binding on all future owners, heirs, legatees, and assigns of said properties being described as follows:

FIRST FILING, consisting of Lots 1 through 197, as shown on the Final Plat of Tara Subdivision, First filing, prepared by Edward E. Evans & Associates, Inc. C.E., and recorded on June 18, 1965 as Original 48 Bundle 5904 of the official records of the Clerk of Court and recorder for the Parish of East Baton Rouge.

SECOND FILING, consists of lots 198 through 341, as shown on the Final Plat of Tara Subdivision, Second Filing, prepared by Edward E. Evans & Associates, Inc., C.E., and recorded as Original 7, Bundle 6910, on November 14, 1968 of the official records of East Baton Rouge Parish, State of Louisiana.

THIRD FILING, consists of lots 342 through 466, as shown on the Final Plat of Tara Subdivision, Third Filing, prepared by Edward E. Evans & Associates, Inc., C.E. and recorded as Original 26, Bundle 6860, on September 13, 1968 of the official records of the Parish of East Baton Rouge, State of Louisiana.

FOURTH FILING, consists of lots 467 through 610, as shown on the Final Plat of Tara Subdivision, Fourth Filing, prepared by Edward E. Evans & Associates, Inc., C.E. and recorded as Original 79 Bundle 7156, on October 1, 1969 of the official records of the Parish of East Baton Rouge, State of Louisiana.

FIFTH FILING, consists of lots 611 through 629, as shown on the Final Plat of Tara Subdivision, Fifth Filing, prepared by Edward E. Evans & Associates, Inc. as Original 534 Bundle 9162, on September 17, 1976 of the official records of the Parish of East Baton Rouge, State of Louisiana.

## **3. ADMINISTRATION & ENFORCEMENT**

3.1 The Tara Civic Association, Inc. hereinafter (TCA), incorporated March 24, 1970 as Charter No. 0400264N as a non-profit Louisiana homeowner's association, or its successor is by these restrictions given the authority in addition to each individual property owner to enforce these restrictions and in addition to oversee the preservation of the general plan and appearance of Tara Subdivision and entrance signages. The Board of Directors of The Tara Civic Association, Inc. or its successor shall function as the Architectural Control Committee, who may appoint property owners to act on its behalf, to function as the Architectural Control Committee (hereinafter referred to as the ACC) for approval or denial of plans, but shall retain the right but not the obligation to enforce the provisions regarding construction, additions, modifications, renovations, maintenance of properties or any improvements made to any lot or on any lot and use made thereof to maintain the character, appearance, and harmony of design and appearance of Tara Subdivision.

3.2 The Tara Civic Association, Inc. shall be operated by a voluntary non-compensated Board of Directors, except for reimbursement of expenses incurred and who shall be entitled to protection from liability to the fullest extent the law allows in accordance with the provisions of Louisiana R.S. 9.2792.7 and the operation of non-profit homeowners' associations.

3.3 Enforcement of these restrictions shall be in accordance with the authority set forth herein at law or in equity against any person or persons owning lots in Tara Subdivision subject to these restrictions, and tenants living thereon, violating or attempting to violate any covenant or restriction and recover damages. The Board or any lot owners bringing an action to enforce these restrictions shall be allowed to recover attorney fees, cost and expenses, including expert witness fees, court and recording costs, or demonstrative evidence expenses, incurred from any owner adjudicated in violation of these restrictions, or as otherwise allowed by law.

3.4 The maintenance of Tara Subdivision as a general plan of a single-family primarily owner-occupied residential neighborhood over several decades shall constitute a property right of each individual lot owner capable of being preserved and entitled to judicial recognition and preservation.

3.5 Payment of dues and assessments to The Tara Civic Association, Inc. is voluntary, but The Tara Civic Association, Inc. or its successor shall have the authority but not the obligation to levy annual dues or special assessments should voluntary dues prove inadequate to support the preservation of the general plan of a primarily owner-occupied subdivision neighborhood or the enforcement of these restrictions. No change in the voluntary payment of dues shall occur without written notice to all property owners not less than thirty (30) days nor more than sixty (60) days of a meeting, annual or special, to be held with the proposal for such dues or assessment set forth as an agenda item. The imposition of mandatory dues or assessment policy and amount thereof shall require a vote of a majority in attendance at said meeting in person and by proxy following the required notice. A quorum for such meeting shall be the total number of lot owners present in person and by proxy. Quorums for all membership meetings and Directors' meetings shall be set forth in the By-Laws of The Tara Civic Association, Inc. or its successor.

#### 4. BUILDING & CONSTRUCTION RESTRICTIONS

4.1 The following square footage and set back lines, and building restrictions set forth in each particular filing are retained herein as if copied in extension and as follows with all references to living area being exclusive of open porches, screened porches, or porches with removable storm windows, breezeways, patios, landings or any outside or unfinished storage or utility areas, carports, and garages.

**First Filing:** The **minimum square footage** for the primary residential structure shall be:

- a. For single-story residences - 1,700 square feet.
- b. For one and one-half story residences - 1,300 square feet on lower level, and a minimum of 400 square feet on upper level.
- c. For two-story residences - 1,700 square feet with a minimum of 1,000 square feet on ground floor.
- d. Residences on Tara Boulevard must contain a minimum of 2,000 square feet.

##### Side and Rear Property Lines

- a. No residential building shall be located on any lot nearer to the side property line than eight (8) feet, except on Tara Boulevard, where no such building shall be located nearer to the sideline than ten (10) feet.
- b. No building shall be located nearer than ten (10) feet from back property line.
- c. 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 such building shall be located nearer to the sideline than ten (10) feet.

- d. 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.
- e. 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. If a garage or carport is incorporated into an independent living area, it shall not include a kitchen. Plans for additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.
- f. Plans for other additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.

#### Set-Back Lines

- a. 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:
- b. A minimum building set-back line of thirty (30) feet and a maximum set-back line of fifty (50) feet are hereby established on all regular shaped lots with parallel side lines, except for the lots on Tara Boulevard. Minimum and maximum set-back lines for lots on Tara Boulevard are forty (40) feet and sixty (60) feet respectively unless shown otherwise on the subdivision map annexed to the original restrictions.
- c. There may be a minimum set-back line of thirty (30) feet and a maximum set-back 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.

**Second Filing:** The minimum square footage for the primary residential structure shall be:

- a. For single-story residences - 1,700 square feet.
- b. For one and one-half story residences - 1,300 square feet on lower level, 400 square feet on upper level.
- c. For two-story residences - 1,700 square feet with a minimum of 1,000 square feet on ground floor.
- d. Residences on Tara Boulevard must contain a minimum of 2,000 square feet.

#### Side and Rear Property Lines

- a. No residential building shall be located on any lot nearer to the side property line than eight (8) feet, except on Tara Boulevard, where no such building shall be located nearer to the sideline than ten (10) feet.
- b. No building shall be located nearer than ten (10) feet from back property line.
- c. 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 such building shall be located nearer to the sideline than ten (10) feet.
- d. 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.
- e. 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. If a garage or carport is incorporated into an independent living area, it shall not include a kitchen. Plans for additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.
- f. Plans for other additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.

### Back Lines Set

- a. 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:
- b. A minimum building set-back line of thirty (30) feet and a maximum set-back line of fifty (50) feet are hereby established on all regular shaped lots with parallel side lines, except for the lots on Tara Boulevard. Minimum and maximum set-back lines for the lots on Tara Boulevard are forty (40) feet and sixty (60) feet respectively unless shown otherwise on the subdivision map annexed to the original restrictions.
- c. There may be a minimum variance set-back line of thirty (30) feet and a maximum set-back line of sixty (60) feet on irregular shaped lots in the second filing with the sole discretion of the Board. The irregular shaped lots are designated as lots numbered: 211, 212, 213, 226, 227, 228, 239, 262, 269, and 281.

**Third Filing:** The minimum square footage for the primary residential structure shall be:

- a. For single-story residences - 1,800 square feet and a total of 2,250 square feet under roof.
- b. For one and one-half story or two-story residences - 2,150 square feet with a minimum of 1,250 square feet on the ground floor, and with a minimum of 1,600 square feet under roof.

### Garages and Carports

- a. 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.
- b. 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. If a garage or carport is incorporated into an independent living area, it shall not include a kitchen. Plans for additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.
- c. Plans for other additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.

### Side and Rear Property Lines

- a. No residential building shall be located on any lot nearer to the side property line than eight (8) feet.
- b. No building shall be located nearer than ten (10) feet from back property line.
- c. Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than eight (8) feet.
- d. 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.

### Set-Back Lines

- a. 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:
- b. A minimum building set-back line of thirty (30) feet and a maximum set-back line of fifty (50) feet are hereby established, except where shown otherwise on the subdivision map annexed to the original restrictions.
- c. There may be a minimum of thirty (30) feet and a maximum of sixty (60) feet for building set-back lines for an irregular lot, designated as lot 452.

d. Special Case for Lot 466

The above restrictions regarding Side and Rear Property Lines, other than minimum side line requirements relative to Lot 465, shall not apply to Lot 466 if it is used for recreational purposes by The Tara Club, Inc.

**Fourth Filing:** The minimum square footage for the primary residential structure shall be:

- a. For single-story residences - 2,000 square feet and 2,250 minimum square feet under roof.
- b. For one and one-half story or two story residences - 2,350 square feet with 1,350 square feet on the ground floor, and a minimum of 1,600 square feet under roof.

Garages and Carports

- a. 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.
- b. 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. If a garage or carport is incorporated into an independent living area, it shall not include a kitchen. Plans for additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.
- c. Plans for other additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.

Side and Rear Property Lines

- a. No residential building shall be located on any lot nearer to the side property line than eight (8) feet, except the existing building on Lot 507.
- b. No building shall be located nearer than ten (10) feet from back property line.
- c. Garages and carports may be attached to main dwelling, but must not be nearer to the side property line than eight (8) feet.
- d. 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.

Set-Back Lines

- a. 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:
- b. A minimum building set back line of forty (40) feet is hereby established on the following lots: Lots 467 through 475 inclusive; Lots 508 through 585 inclusive; Lots 589 through 610 inclusive.
- c. A minimum building set back line of thirty (30) feet is hereby established on the following lots; Lots: lots 476 through 507 inclusive; Lots 586, 587, and 588 inclusive.
- d. A maximum front building set back line of fifty (50) feet is hereby established, except where shown otherwise on the subdivision map annexed to the original restrictions where the City Parish approved the changes to Lots 586A and 584A as a result of combining three (3) lots into two (2) lots in about 1972.
- e. Residences on lots 593 through 610, inclusive, must face on Wartelle Ave.

**Fifth Filing:** The minimum square footage for the primary residential structure shall be:

- a. For single-story residences - 2,000 square feet and a minimum of 2,250 square feet under roof.
- b. For one and one-half story or two-story or two and one-half story residences - 2,350 square feet, with 1,350 square feet on the ground floor, and a minimum of 1,600 square feet under roof.

Garages and Carports

- a. 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.
- b. 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. If a garage or carport is incorporated into an independent living area, it shall not include a kitchen. Plans for additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.
- c. Plans for other additions or remodeling shall be submitted to the **ACC PRIOR** to any construction or remodeling.

Side and Rear Property Lines

- a. No residential building shall be located on any lot nearer to the side property line than eight (8) feet, except on Tara Blvd. where no building shall be located nearer to the side line than ten (10) feet.
- b. No building shall be located nearer than ten (10) feet from back property line.
- c. 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 Blvd, where no building shall be located nearer to the sideline than ten (10) feet.
- d. 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.

Set-Back Lines

- a. 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:
- b. A minimum building set back line of forty (40) feet is hereby established on the following lots: Lots 626 through 629 inclusive.
- c. A minimum building set back line of thirty (30) feet is hereby established on the following lots: Lots 611 through 625 inclusive.
- d. A maximum front building set back line of fifty (50) feet is hereby established, except where shown otherwise on the subdivision map annexed to the original restrictions.

4.2 No exterior construction or modifications to existing construction including placement of fences and accessory buildings **shall be done** until plans and specifications have been submitted to the **ACC for review** through The Tara Civic Association, Inc., and written approval has been received from said committee. Plans shall contain drawings with specifications indicating:

- a. location of all structures and construction including fences, accessory buildings with location in respect to property set back lines, topography and finished grade elevation
- b. quality of workmanship, materials and appearance, which shall include but not be limited to:
  - 1) type of roofing, fencing, and design elements in sufficient detail for the ACC to determine in its sole discretion if said construction or improvements comply with the restrictions.
  - 2) design elements must be in harmony in appearance and materials with the other dwellings in the subdivision.

4.3 In reviewing any plans submitted, the ACC shall require all new construction or remodeling to be consistent with these restrictions and to be in harmony in quality of construction and appearance with existing structures in the subdivision which shall be in the sole discretion of the ACC and the Board. **HIGH-QUALITY ALTERNATE building/roofing materials MAY be considered by the ACC.**



For submission of plans, the address and contact information is set forth in The Tara Civic Association, Inc.'s website, [www.taracivicassociation.org](http://www.taracivicassociation.org) or obtained by emailing the Association at [taracivicassn@gmail.com](mailto:taracivicassn@gmail.com). The decision of the Board regarding an owner's submitted plans shall be given in writing and rendered within thirty (30) days from receipt of a completed set of plans by the Board.

4.4 Should the Board or ACC determine that additional information or modification is required from the initial submission, notification to the lot owner shall be made in writing setting forth the additional information or modification required to the submission of plans. The thirty (30) day period for approval or disapproval shall not begin until the plans submitted contain **all** of the additional information or changes requested by the Board or ACC. In the event the Board or ACC fails to approve or disapprove in writing within the last thirty (30) day extension period, approval shall 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 of other structures in the immediate area. The decision of the Board or ACC shall be final and non-appealable and shall be binding on all owners of lots in Tara subdivision. If construction has not commenced within six (6) months after the approval, the approval of the Board or ACC shall be considered withdrawn, and a new approval for the proposed construction must be obtained to include any changes required in governmental permits. Construction must be completed within twelve (12) months of commencement. Upon application, the Board or ACC may grant extensions for good cause including but not limited to delays beyond the control of the owner or contractor. Extensions must be requested prior to the expiration of the time for construction to commence or be completed.

4.5 All lots in Tara Subdivision are restricted to one single-family type dwelling residential lot in which resides the titled owner, except for long term rental properties, with the exception of lots 282, 283, and 466 which are designated for the Tara Swim and Racquet Club, the latter not being subject to the residential use restrictions set forth.

4.6 No building shall be erected, altered, placed, or permitted to remain on any designated residential lot other than one (1) detached single-family dwelling as the term is understood in its common meaning and not to exceed 2 1/2 stories in height and having a private garage or carport for not more than four vehicles.

4.7 No lot shall be re-subdivided from the dimensions shown on the applicable recorded map plat for each filing. Two lots may be combined for construction of one single-family residential dwelling and shall thereafter constitute one lot for voting and restriction amendment purposes.

4.8 Other than the primary structure, no structure of a temporary or permanent character, including but not limited to a mobile home, house trailer, tent, camper, shack, garage, barn, motor home, or accessory out-building shall be placed on any lot at any time nor used as a temporary residence without **prior approval of the Board and ACC**. If approved, such a structure shall be subject to the Board and ACC's conditions of location, use, and building materials, and appearance in regard to harmony in appearance to the primary dwelling and surrounding properties. Exceptions may be made for natural disasters, fire or other damage requiring renovation with approval of the ACC for designated limited periods.

4.9 Servitudes and rights of way for installation and maintenance of utilities and drainage are hereby established as shown on the plat of each filing of said subdivision and dedicated to the perpetual use of the public for such purposes as designated. If something is built on the servitude, City-Parish has the right to tear it down if it impedes maintenance of utility or drainage issues.

4.10 Accessory Buildings, not attached to the primary residence structure must be approved by **ACC BEFORE** construction or installation begins. Accessory buildings must be located in the rear yard only. When located at the end of the

driveway, a wooden fence must be erected so the accessory building cannot be seen, as much as possible, from the street. Only one accessory building per lot is allowed. Maximum size of accessory building is limited to 120 square feet. No accessory building shall be located closer than five (5) feet to any sideline or ten (10) feet to the back property line. "Barn" type accessory buildings with a gambrel or mansard style roof are not acceptable, nor height exceeding eight (8) feet. Accessory buildings finished in wood paneling, hardie board, wood siding, vinyl siding, or painted aluminum siding are acceptable. However, no finished metals which are prone to rust are acceptable as finished materials. Asphalt roofing materials shall be used **unless HIGH-QUALITY ALTERNATE** building materials have been approved by the **ACC PRIOR** to placement.

Corner lots shall **submit location** of storage shed unit, either purchased or built, to the ACC for approval **PRIOR** to installation. Approval will be in the sole discretion of the ACC so as not to substantially detract from the harmony and appearance of Tara Subdivision.

4.11 Outdoor Kitchens **PRIOR ACC approval** before construction commences shall be required for all pool installation, cabanas and construction of outside cooking facilities, and other structures located in the rear yard for location in relation to size and set back lines, and quality of materials and harmony of appearance with the primary dwelling.

4.12 No fences shall be erected, placed or altered on any lot until the **ACC has approved** plans and specifications as to location in relation to property lines, materials, and appearance. It is the resident's responsibility to know their property lines. Wood, wrought iron, vinyl coated chain link, brick, or combinations thereof are acceptable materials. No fence, wall or gate that restricts entry to the property shall be erected, placed or altered on any lot closer to the street than the location of the front dwelling line, or side dwelling line on a corner lot. Where a fence surrounds a pool, it must be constructed in a manner that complies with City-Parish requirements with the smooth side of a wood fence facing away from the pool. Vinyl coated chain link fences and brick masonry walls shall not exceed six (6) feet in height. Wooden fences may not exceed eight (8) feet in height along the rear and side property lines nor six (6) feet on any side facing a street.

4.13 Roofing materials acceptable are standard asphalt shingles and roofing caps or vents unless **HIGH-QUALITY ALTERNATE** roofing materials have been approved by the **ACC PRIOR** to placement. Metal roofing materials are not allowed. Decorative copper awnings or similar additions may be used if approved by the **Board/ACC PRIOR** to installation. Solar panels are allowed on roofs if they are the shingle type in appearance and approved by the **ACC in advance**. If large type rectangular solar panels are used, they **MUST NOT** be seen from the street and must be approved by **ACC PRIOR** to installation. Gutters, flashing and downspouts shall not extend over any side line or back line, and shall be constructed so as to conduct drainage away from neighboring property.

4.14 Carport Additions: **No carport additions shall be commenced until approval is granted in writing by the ACC** regard to workmanship, design, and materials which are in harmony with the appearance of the house and similar structures of surrounding lots and in accordance with these restrictions. No commercial or prefabricated metal buildings or coverings are to be used for carports or other structures within Tara Subdivision. No metals which are prone to rust are acceptable as finish materials. Any buildings to be used for carports, boat ports, RV ports or trailers shall be finished in wood, vinyl siding or painted aluminum siding.

4.15 Building materials and equipment shall not be placed or stored on any lot where visible from the street adjacent to the lot, except during actual construction, repair, or renovation of a residence or other structure. Portable storage containers or dumpsters shall not be allowed on the lot longer than a six month period of construction or repair, unless approved by the ACC. If construction or renovation ceases for longer than three weeks, then the storage containers or dumpsters shall be removed unless an exception is approved by the ACC. Upon completion of construction, repair, or renovation, all debris and unused material shall be

removed from the premises within fourteen (14) days from the completion of construction.

## **5. USE RESTRICTIONS**

5.1 All lots in Tara Subdivision except for those set aside for the pool and tennis club (Lots numbered 282, 283 and 466) are designated for a single family residential use only. Day care centers, churches, assembly halls, rooming houses, nursing homes, retirement centers, half-way houses and beauty salons are not allowed. Businesses such as standard home offices without employees shall be allowed if numerous goods or products are not delivered. Short term rentals or leases less than ninety (90) days are not allowed and are defined herein to be a prohibited commercial use of said property.

5.2 No criminal or noxious or offensive trade or activity shall be conducted on any lot or from any residence, nor anything be done thereon which may be or may become an annoyance or nuisance to the surrounding neighbors or detract from the tranquility expected of a single-family residential neighborhood and conditions which are detrimental to property values or quality of the environment or use thereof. Such conditions may include, but not be limited to the following: playing of loud music on a frequent repetitive basis to the extent it annoys the immediate neighbors, allowing dogs to bark for extended periods, allowing conditions or objects stored on any lot which are or can become hazardous to the health, safety or welfare of adjacent neighbors as well as allowing or causing weed/lawn liens to be placed against the property owner. Other such conditions may include accumulations of litter, refuse, appliances, debris and combustible material, or vehicle parts. Failure to address such conditions may result in The Tara Civic Association, Inc. sending a letter, certified letter and/or email addressed to the residence or to the homeowner notifying them of the problem. Failure to eliminate such conditions set forth in writing within thirty (30) days following notification from The Tara Civic Association, Inc. by certified letter, email or home visit shall constitute a nuisance and/or annoyance violation under these restrictions entitling the TCA to injunctive relief and recovery of attorney fees and cost.

5.3 Placement of commercial advertisement signage is prohibited with the exception of home security systems and/or property monitoring small signage with or in landscaping areas. Temporary commercial signage and real estate "For Sale" signs are permitted for the short period work is being performed by the company or the property is listed for sale. Garage sale or estate sale signage are permitted four (4) days before the sale and the day of the sale. No signs shall be placed between sidewalks and the street. All signs must be no larger than 3 square feet (one and 1/2 feet by 2 feet), with the exception of school, birthdays and birth announcements. Political signs must adhere to the size requirements and must be placed not earlier than eight (8) weeks prior to the election and removed within two (2) weeks after the election. In case of a runoff, the signs may remain until election results are determined and removed within two (2) weeks of the final election.

5.4 Every lease/rental agreement of property within Tara Subdivision shall be in writing and shall provide that the lessee and or tenant shall be subject in all respects to the provisions of these restrictions that would pertain to the lessee or tenant's occupancy such as maintenance of the lawn and edging and property maintenance as well as the prohibition of activities that create a nuisance or annoyance to the neighborhood and detract from the appearance of the property. The lease shall provide that direct action against the owner, lessee or tenant may be taken by other property owners or The Tara Civic Association, Inc., and cost and expenses assessed thereby may result in a loss of any security deposit. Failure of the tenant to comply with these restrictions shall be a default of the lease.

5.5 All lots shall be kept in an orderly and neat manner with the grass mowed and edged and landscape pruned and replaced as needed. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or accumulation of excessive items that detract from the appearance of the property and surrounding properties.

5.6 Gardens for one family and 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 building faces and behind a solid fence on a corner lot, and is kept free of obnoxious odors and insects.

5.7 All improvements on any lot including accessory buildings as well as the exterior of the main dwelling including eaves, soffit, garage doors, wooden structures, and fences shall be maintained in a repaired and orderly manner including painting in a manner consistent with the surrounding properties and not to detract from the appearance of the neighborhood.

5.8 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 creates a potential hazard, enticement for theft, and otherwise excludes the use of the carport for the parking of vehicles, or detracts from the adjacent properties and appearance of the neighborhood. Allowing inoperable vehicles to remain on any lot exceeding thirty days is prohibited. Failure to clean and correct such use within 30 days following notification by a TCA home visit followed by a TCA letter addressed to the homeowner, an email sent to the homeowner or a certified letter from the TCA shall constitute a nuisance and/or annoyance violation of this restriction permitting The Tara Civic Association, Inc. to obtain injunctive relief including the authority to contract for the removal of such clutter or inoperative vehicle, and assess all cost to the property owner to include lien rights and recovery of attorney fees and cost.

5.9 No boats, vehicles, campers, or trailers of any kind, including but not limited to recreational vehicles, motor homes, abandoned vehicles or off-road vehicles or parts of vehicles shall be **repaired or maintained** on any street. No school buses are allowed to be kept on any lot or street in Tara Subdivision.

5.10 Fifth wheelers, motor homes, boats, campers and, utility trailers may not exceed twenty-six (26') in length and shall be kept on the property to the back of the lot in a manner that minimizes the view from the street so as not to be detrimental to the general appearance or quality of the neighborhood or adjacent properties.

Commercial vehicles or trucks other than a private pickup truck, may not exceed twenty-six (26') in length and shall be kept on the property to the back of the lot so as not to be detrimental to the general appearance or quality of the neighborhood or adjacent properties in the immediate area. All above vehicles may not be parked, repaired or maintained on the street longer than 24 hours. Exceptions are allowed for natural disaster with ACC approval.

Corner lots **shall submit** storage location for the above mentioned items to the ACC. Approval will be in the sole discretion of the ACC so as not to substantially detract from the harmony and appearance of Tara Subdivision.

5.11 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.

5.12 All undeveloped lots shall be mowed and edged and kept free of noxious weeds and vegetation to the same extent and frequency as adjacent lots, and compatible with the maintenance and neat and orderly appearance of other similar undeveloped lots in the subdivision.

5.13 Property owners shall maintain their lot, landscaping, and all improvements in good repair and in a neat and orderly manner, including but not limited to exterior painting, mildew removal, replacement of rotten or damaged siding, trim, eaves, soffits, and roofing. Landscape shall not be allowed to become overgrown and shall be kept pruned and replaced as needed, and lawns mowed and edged commensurate with other well-maintained property in Tara Subdivision in a manner that does not detract from the appearance of the neighborhood's general appearance or be detrimental to property values.

5.14 An unmaintained 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 lot whose owner allows weeds and grass to reach a height of nine (9") inches above grade, or has allowed excessive accumulation of objects to stay on the lawn for extended periods on a repeated basis that creates an unsightly street scape appearance, including but not limited to trash cans, junk, trash, toys and play equipment, and other debris, or allows the yard, landscape and appearance of the property to detract from the appearance of well-maintained surrounding properties. Failure to eliminate such conditions within fourteen (14) days following notification from The Tara Civic Association, Inc. by certified mail, email or home visit shall constitute a nuisance and/or annoyance violation under these restrictions entitling the TCA to injunctive relief and recovery of attorney fees and cost. The owner found in violation of this and these restrictions shall entitle The Tara Civic Association, Inc., and/or another property owner to bring action to enforce these restrictions in bringing the property into compliance. This includes attorney fees and costs incurred, and shall entitle a lien for such amount to be filed against said lot owner.

5.15 Satellite dishes are not allowed on the front of a dwelling nor on the lawn between the house and the street. Satellite dishes where located on the side of the dwelling must be placed at least ten (10) feet toward the rear from the front corner of the dwelling or house.

5.16 Parking pads shall be subject to approval by the ACC, but no parking pads shall allowed between the sidewalk and street curbing.

5.17 No window air conditioners and/or heating window unit can be located in the front windows of the house.

5.18 Holiday decorations shall be removed within 30 days following the end of the holiday.

5.19 Dogs, cats, or other customary household domestic pets are permitted provided that such permissible pets are not maintained in such numbers or conditions as may become noxious or offensive or create a nuisance to other lot owners in Tara Subdivision. Pet waste shall be picked up by the owner of the pet at the time of deposit on other lot owners lots, leash laws obeyed, and no wild animals or livestock maintained on any lot in violation of City-Parish ordinances or state laws or that may constitute a danger or health risk to surrounding neighbors. No more than three (3) chickens may be kept on a given lot, and no rooster shall be allowed on any lot and the chickens must not cause a nuisance to surrounding property owners, including the disposition of the chicken's excrement, and the entire operation shall be in compliance with East Baton Rouge Ordinance Sec 14:224.

5.20 **Prior Approval of the ACC** shall be required for the placement of any non-plant landscaping features that exceed four (4) feet in height and in the front yard, including but not limited to fountains, statues, and other hardscape structures. Hardscape structures that would detract from the plant based landscaping of the other lots and be out of harmony with the general design and streetscape appearance of Tara Subdivision will not be allowed. No approval shall be required for placement in the rear yard as long as such objects to not exceed six (6) feet in height above grade. **ACC approval** shall be required for all pool installation, cabanas and constructions of outside cooking facilities, and other structures located in the rear yard for location in relation to set back lines, property lines and quality of materials and harmony of appearance with the primary dwelling.

5.21 No dirt, fill material, landscaping, or construction is permitted on any lot that creates or alters the natural flow of drainage before the construction or creates a condition that adversely affects the adjoining property to the extent it creates a drainage problem or flooding problem that harms the adjoining properties or immediate area.

5.22 Lot owners and/or residents may not have garage sales in excess of three per year without such sales becoming a prohibited commercial use of said property. Owners and/or residents shall also comply with all City-Parish ordinances pertaining to garage sales.

5.23 No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind nor storage tanks, pipes, or facilities shall be located on any residential 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 use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot in Tara Subdivision.

## **6. GENERAL & PROCEDURAL PROVISIONS**

6.1 For recordation and reliance purposes, Amendments and Changes to the Unified Restrictions for Tara Subdivision shall be accompanied by an attached Authentic Act, signed by the Secretary of The Tara Civic Association, Inc., or its successor entity, that the requisite number of property owners have signed a document amending the previous restrictions of record which has now become the Unified Deed Restrictions for Tara Subdivision which will be on file at the Baton Rouge Clerk of Courts office. The documents with the requisite number of signatures shall be maintained at the official address of The Tara Civic Association, Inc., or such location as designated by its Board of Directors. Loss or destruction of these documents shall not invalidate the Authentic Act that the required amendment procedures have been completed and recorded correctly and has complied correctly said certification.

6.2 Amendment Procedures and Time: These Unified Restrictions for Tara Subdivision shall have a new initial period for all filings for a period of two (2) years dating from September 1, 2023, after which said restrictions shall be automatically renewed for successive periods of two years, on the anniversary of each September 1.

Changes to the restrictions may be made prior to six (6) months of the automatic renewal date by a majority of lot owners who own lots in Tara Subdivision. Adoption of amendments to the existing restrictions, whether terminating or amending existing provisions, making existing provisions and covenants more onerous, or enacting new restrictions by the procedures set forth in these restrictions, with proof of such procedural and requisite number of lot owners signing being certified by an Authentic Act of the Secretary of The Tara Civic Association, Inc., or its successor entity attached to and recorded with said amendments with said signatures to the adopting documents being maintained with The Tara Civic Association, Inc., or its successor. Said restrictions shall become effective upon the automatic renewal date

6.3 NOTWITHSTANDING, the above initial and automatic renewal periods prior to a majority of the then owners owning property within six months of said renewal dates respectively, may amend the restrictions for Tara Subdivision, these restrictions may be amended at any time if SEVENTY (70%) of the then owners of lots in Tara Subdivision have signed documents signifying the adoption of said amendments, which shall be certified by an Authentic Act, signed by the Secretary of The Tara Civic Association, Inc. or its successor and recorded therewith. Said restrictions amended in accordance with said seventy percent requirement shall be effective upon the date of recordation.

6.4 Notice of any proposed amendment to the existing restrictions by utilization of this procedure shall be communicated to all lot owners in Tara Subdivision not less than thirty (30) days prior to the first signing dates with copies of any and all proposed amendments included.

6.5 Notice can be made by The Tara Civic Association, Inc., or its successor entity by regular mail, hand delivery, email, in addition to notices on entrance bulletin boards or newsletters. It shall be the responsibility of each lot owner in Tara Subdivision to maintain a current physical address, and where existing, a current email address for the purpose of notices required by these restrictions or The Tara Civic Associations, Inc. Notice to the last known address on file or the municipal address of the lot in Tara Subdivision shall be sufficient for all purposes of these restrictions or The Tara

Civic Association, Inc. or its successor entity unless timely updated at [www.taracivicassociation.org](http://www.taracivicassociation.org), or such other domain email address as may be communicated to the lot owners in Tara Subdivision.

6.6 Invalidation of any one of these covenants, clauses, provisions, or terms by judgment or court order shall be considered separate from all other provisions, and shall in no way affect any of the other provisions which shall remain in full force and effect, to the end that any ambiguity or doubt be liberally resolved and construed in favor of the intent as expressed herein in maintaining and preserving the general plan of a single family, single residential dwelling per lot primarily owner occupied residential development.

THUS DONE AND SIGNED, by the requisite majority of lot owners in each of the filings as certified by the Affidavit of Compliance of the Secretary of The Tara Civic Association, Inc. filed herewith.