

10/9/91

BROADMOOR OAKS
2ND FILING
1977

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared WEST SHERWOOD FOREST, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its Vice President, Lonita S. Sharp, duly authorized, who after being duly sworn, did declare that it is the owner of thirty one (31) lots or parcels of ground bearing numbers twenty nine (29) through fifty nine (59), inclusive, and being designated on the final plat of Broadmoor Oaks Subdivision, Second Filing, located in Section 86, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, East Baton Rouge Parish, State of Louisiana, said subdivision having been laid out by Edward E. Evans and Associates, Inc., Consulting Engineers, dated Baton Rouge, Louisiana, March 23, 1977, a copy of which is attached hereto and made a part hereof, and which said plat is paraphed "Ne Varietur" by me, Notary, for identification herewith.

Appearer further declared that it has established and does hereby establish certain building restrictions and conditions for the benefit of said property to be binding upon and enforceable by the present and/or future owners of said lots, it being the intention of appearer to establish these restrictions being set out as follows, to-wit:

1. All of the lots contained in this subdivision are hereby designated as residential lots, and no building shall be erected, altered, placed or permitted to remain on any lot other than a one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three (3) cars.
2. 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 Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected,

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placed or altered on any lot nearer to any street than the minimum building set-back line unless approved.

3. The minimum requirements for residential structures are set out as follows: (a) For single story residence 2000 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2150 square feet. (b) For two story or one and one-half story residence 2000 square feet total heated living area with a minimum of 1000 square feet of heated living area on the ground floor. The minimum roof area shall be 1400 square feet.

The above set living areas are exclusive of open porches and carports or garages. The above set out roof areas are inclusive of porches, carports and/or garages' roofs. No carport or garage shall be erected unless said carport or garage is constructed large enough to contain a minimum of two (2) automobiles. No garage or carport shall open to any street, except that a garage equipped with a front door that closes may face the street.

4. No building shall be located on any lot nearer to the front lot line than thirty feet (30') nor nearer to the side property line than eight feet (8'). Garages and carports may be attached to main dwelling but must not be nearer to the side property line than five feet (5'). For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building. A maximum building set back line of fifty feet (50') is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five feet (5') to any side line or closer than ten feet (10') to rear lot line.

5. Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on the recorded plat.

6. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lot for the construction of houses on the same lots.

7. No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5) square feet advertising this property for sale or rent or customary signs used by builder or real estate broker to advertise the property during the construction and sales period. However, the limitation shall not apply to the developer of the subdivision.

8. No oil drilling, oil development corporation, 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.

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

10. No building materials and no building equipment of any kind may be placed or stored on any other lot except in the actual course of construction of a residence or other building thereon.

No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots will have been recorded, agreeing to change said covenants in whole or in part.

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

13. No livestock, animals or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

14. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exteriors. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Residences proposed to be constructed with exteriors of materials other than the above is subject to be disapproved by the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.

15. A Architectural Control Committee composed of Holt B. Harrison and Lonita S. Sharp, is hereby authorized and appointed. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the Committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. At any time, after five (5) years from date these restrictions are signed, the then recorded owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore to it any of its powers and duties.

16. The Committee's approval or disapproval required of these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction have been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complies with.

17. These covenants prohibit the resubdivision of lots from any dimension other than those shown on the official recorded plat, however, this does not prohibit the use of more than one lot for one residence.

18. No garage apartments are to be erected or to be used as a residence, except as a residence for domestic servants to the occupants of the main residential premises.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 4th day of April, 1977.

WITNESSES:

Dorothy A. Gilbert
Ernest M. Butler

WEST SHERWOOD FOREST, INC.

BY:

Lonita S. Sharp
LONITA S. SHARP, VICE PRESIDENT

H. B. Harrison
NOTARY PUBLIC