

BROADMOOR TERRACE 5TH FILING

Lot 190-249

STATE OF LOUISIANA

Orig. 7 Bdl. 40/93

PARISH OF EAST BATON ROUGE

1958

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

SUBURBAN REALTY OF BATON ROUGE, INC., a Louisiana Corporation domiciled in the Parish of East Baton Rouge, represented herein by John I. McCain, President, duly authorized to appear herein,

who declared that said Corporation is the owner of all of the lots located in **BROADMOOR TERRACE #5**, being Lots One Hundred Ninety (190) through Two Hundred Forty-nine (249), Broadmoor Terrace #5, as shown on the attached map, which is made a part hereof.

Appearer further declared that they have established and do hereby establish certain building restrictions and conditions for the benefit of said property or any part thereof. These restrictions are established as servitudes and covenants running with the land, and are as follows:

1. All of the lots contained in this subdivision are hereby designated as residential lots and restricted to residential uses only, and no building shall be erected, altered, placed or permitted to remain on any lots other than one (1) detached single family dwelling not to exceed two and one-half (2½) stories in height and a private garage 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, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3-A. The minimum requirements for residential structures, except for Goodwood Avenue, is set out as follows:

For single story residence of two (2) bedrooms, 1250 square feet.

For three (3) bedrooms or more, 1400 square feet.

For Two (2) bedrooms, two story residences, 800 square feet in the ground floor.

For three (3) bedrooms or more, two story houses, 1000 square feet in the ground floor.

B. Residences facing Goodwood Avenue shall have the following minimum requirements:

For two (2) and three (3) bedroom residences, 1500 square feet.

For two story residences, 1000 square feet on the ground floor.)

The roof of each structure is to be of Asbestos, Slate or Tile or such other material as is approved by the Architectural Control Committee.

C. The above set out areas in Paragraphs A. and B. are exclusive of open porches and garages.

4-A. No buildings (except as hereinafter specifically excepted) shall be located on any lot nearer to the front lot line than thirty (30) feet, nor nearer to the side property

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line than five (5) feet. Carports may be attached to main dwellings. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, that this shall not be construed to include any portion of a building on a lot to encroach upon another lot. A maximum building setback line of Fifty (50) feet is hereby established, except that the architectural control committee hereinafter provided for is given the express power, in its discretion, to increase the maximum setback line not to exceed a maximum distance of Fifty-five (55) feet from the front property line. On corner lots a minimum building line of fifteen (15) feet from the side street is required. *Five (5) feet*

4-B. On Goodwood Avenue no buildings (except as hereinafter specifically excepted) shall be located on any lot nearer to the front lot line than thirty (30) feet nor nearer to the side property line than ten (10) feet, except that buildings located on Lots 195, 196, 216 and 217 may be located nearer to the interior side property line than ten (10) feet but no nearer thereto than five (5) feet. Carports may be attached to main dwellings. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to include any portion of a building on a lot to encroach upon another lot. A maximum building setback line of Fifty (50) feet is hereby established.

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

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. The covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, however, this does not prohibit the use of more than one lot combined to form a single residence site.

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

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 livestock except usual domestic pets shall be kept on said premises.

11. No fence shall be erected on said lot beyond the front building setback line of that lot.

12. No building or structure shall be constructed using imitation brick siding on the exterior.

13. An architectural control committee composed of John I. McCain, Charles H. Farrier, and Wallace DeBosier is hereby 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 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 pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers, and duties.

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14. The committee's approval or disapproval as required in 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, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for that method of treatment and disposal has been approved by the East Baton Rouge Parish Health Unit.

16. 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 the date these covenants shall be 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 has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damage.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, this day of January, 1958, in the presence of the undersigned competent witnesses.

WITNESSES:

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Mrs. L. E. Mitchell

SUBURBAN REALTY OF BATON ROUGE, INC.

CH. H. Hines

BY: John I. McCain
John I. McCain, President

R. D. Broussard
NOTARY PUBLIC

FILED FOR RECORD

AT 4 O'CLOCK P.M.

JAN 17 1958

Ureco Waegre
BY CLERK and RECORDER

Duly recorded in Book No. 1348
Folio 386 of the Conveyance
Records of the Parish of East Baton
Rouge, La. Jan 17
at 4 o'clock P.M.
Ureco Waegre
BY CLERK & RECORDER