## ACT OF RESTRICTIONS

## BROADMOOR PLACE SUBDIVISION, THIRD FILING

STATE OF LOUISIANA

1962

PARISH OF BAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared

PELL IAND DEVELOPMENT, INC., a private corporation organized and doing business under the laws of the State of Louisiana, and having its domicile and principal place of business in Bast Baton Rouge Parish, Louisiana, appearing herein through Louis M. Landry, President, acting herein for and in behalf of said corporation by virtue of a resolution of the Board of Directors, a certified copy of which is on file and of record in the aforesaid parish and state, who, after being duly sworn, declared the intention of said corporation as follows:

That said corporation is the owner of Sixty-six (66) certain lots or parcels of ground, being Lots Nos. Eighty-three (83) to One Hundred Forty-eight (148) both inclusive; comprising Broadmoor Place Subdivision, Third Filing, which is set out on a map prepared by Edward E. Evans, Civil Engineer, entitled "Final Place of Procedure Place Subdivision on Place Subdivision on Place Subdivision on Place Subdivision on Place Subdivision of Procedure Place Subdivision on Place Subdivisi Plat of Broadmoor Place Subdivision, Third Filing, Being a portion of the Kift-Kleinpeter Tract, Located in East Baton Rouge Parish, Louisiana, for Pell Land Development, Inc." dated October 8, 1962, a blueprint of which map is attached hereto and made a part hereof, and paraphed "Ne Varietur" by me, Notary, for identification herewith.

The appearers further declare that said corporation 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 or future owners of said property or any part thereof. It being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions building upon out of follows. with the land, said restrictions being set out as follows, towit:

- All of the lots contained in this subdivision are hereby designated as residential lots, and restricted to remidential vses only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three (3) cars.
- 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 Cormittee 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. Any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick or stone (studgo, asbesexteriorly of brick veneer, brick of stone (studes, assessors siding, cedar shake, concrete block or PREFABRECATED construction being specifically prohibited) and not more than twenty (20%) per cent of the exterior, in the discretion of the Architectural Control Committee, may be trimmed in wood or other acceptable materials.
- The minimum requirement for residential structures is set out as follows: 3.

There shall be a minimum of seventeen hundred (1,700) square feet of living area in each house, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport. In the event that the building to be erected shall contain more than one story, then in that event a minimum of nine hundred square feet of enclosed living area is required on the first or ground floor.

- 4. No building shall be located on any lot nearer to the front property line than thirty (30) feet, nor mearer to the side property line tham eight (8) feet. Carports may be attached to the main dwelling. For the purpose of this covenant, caves, 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, and provided, however, that this shall not be construed to include the garage.
  - A maximum building setback line of sixty (60) feet is hereby established.
- 5. Basements for insuallation 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. No lots shall be resubdivided except as approved by the City-Parish Planning Commission; however, this does not prohibit the use of more than one lot combined to form a single residential site.

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- 8. No animals except usual donestic pets shall be kept on said premises.
- 9. No fence shall be erected on said lot beyond the front building setback line of that lot.
- 10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. No structure, in addition to the main dwelling, either of temporary or permanent construction, may be constructed without first having been approved by the Architectural Control Committee, and any such buildings must conform in every respect, including materials with the exterior construction of the residence constructed on the lot.
  - An Architectural Control Committee composed of Louis M.
    Landry, Chairman, Morris Lucia, and D. W. Passman is
    hereby appointed. A majority of the committee may designate a representative to act for it. In the event of
    death of 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 representative shall be entitled to any compensation
    for hervices performed pursuant to this covenant. The
    Architectural Control Committee herein provided for shall
    serve until 90% of all lots established in the entire tract
    of land owned by Pell Land Development, Inc. and known as
    Broadmood Place Subdivision, Third Filing, shall have been
    developed and sold, and in addition, 60% of all lots which
    have been developed or which may be developed out of land
    now owned by Pell Land Development, Inc. and shown on the
    Broadmood Place Erea, shall have had residences constructed

upon them. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions shall be final and non-appealable.

- 12. 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 relative covenants shall be deemed to have been fully complied with.
- 13. 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 Rooge Parish Health Unit. Plans for such system may be obtained from said Health Unit.
- 14. 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 thirty-five (35) 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.
- 15. 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.
- 16. 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.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 9th day of October, 1962.

WITNESSES:

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PHIL LAND DEVELOPMENT, INC.

BY: Sous Mod andy Louis M. Landry, Bresident

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ORDINANCE 9226

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Donald Winks

REVOKING AND SETTING ASIDE THE DEDICATION OF A PORTION OF A 7.5' PUBLIC SERVITUDE LOCATED ACROSS LOT 145, BROADMOOR PLACE SUBDIVISION, THIRD FILING, EAST BATON ROUGE PARISH, LOUISIANA.

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whereas, there was dedicated FILED AND RECORDED to the subdivision of the Third Filing of Broadless DES like and the FILIN TO THE STATE OF THE STATE

NOW, THEREFORE, BE IT ORDAINED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge that:

Section 1. The dedication of that portion of and only that portion of the 7.5-foot servitude which lies under the improvements, situated on said Lot 145, as shown in red on "Map Showing Survey of Lot 145, Broadmoor Place Subdivision, Third Filing, 10140 Rhapsody Drive, East Baton Rouge Parish, Louisiana for Harmon Lee Smith, Jr. and Donna White Smith," made by Carl A. Jeansonne, Jr., is hereby abandoned as no longer needed for public purposes, as provided by the provisions of Louisiana Revised Statute 48:701 et seq.

Section 2. The Council does not warrant its authority to act pursuant to Louisiana Revised Statute 48:701, et seq, nor does it warrant title to any of the property relating to or in any way connected with this revocation.

CERTIFIED A TRUE COPY

DEC 1 7,1990

**Resistant Council Administrator**