

**2009 AMENDMENT TO THE ACT OF RESTRICTIONS
FOR EAST BROADMOOR, FIFTH FILING**

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FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN

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 EAST BROADMOOR, FIFTH FILING consisting of Thirty-Two (32) lots, specifically, the following lots in Fifth Filing: lots One Hundred Fifty-two (152) to One Hundred Eighty-Three (183), inclusive, who hereby amend and supplement the act of restrictions for East Broadmoor, Fifth Filing, by re-stating those restrictions where unchanged, as recorded on January 20, 1954 at Book No. 107 Folio 155230 (100/3241) 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 East Broadmoor, Fifth Filing. In case of any conflict or ambiguity on record, these amendments shall control.

These amendments are being amended in accordance with paragraph sixteen (16) of said original restrictions recorded on January 20, 1954, 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 lots affected by this amendment are all Thirty-Two (32) certain lots, specifically, the following lots in East Broadmoor, Fifth Filing: lots One Hundred Fifty-Two (152) to One Hundred Eighty-Three (183), both inclusive, and which map is entitled "Final Plat East Broadmoor (Fifth Filing), located in Section Eighty-Five (85) Township Seven (7), South Range One East, Greensburg Land District of Louisiana, dated December 18, 1953, a blueprint of which map is attached thereto and made a part thereof.

The Broadmoor Residents Association, Inc. was incorporated on October 9, 1952, and formerly named Broadmoor Citizens Association, Inc. until January 12, 1965, when it registered its present corporate name change. The corporation's charter is recorded in the records of the Louisiana Secretary of State's office as number 02203270N, Broadmoor Residents Association, Inc., 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. Broadmoor Residents Association, Inc., or its successors, will be hereinafter referred to as the Board of Directors.

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:

1. All of the lots contained in this subdivision are hereby designated as single-family residential lots for single-family residential use 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 stories in height and a private garage for not more than three (3) cars.
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.
3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time or used as a residence, either temporarily or permanently. No building, structure, modification, fence, or improvements of any kind shall be erected, placed, or altered on any lot until the construction plans, specifications and plan showing the location of the structure, including fence lines, have been approved by the Board of Directors as to quality of workmanship, materials, harmony of external design and appearance with other structures in the filing, and as to location with respect to topography and finished grade elevation. Accessory buildings are allowed in a rear yard but may not occupy more than thirty percent (30%) of that area. 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. Notwithstanding the foregoing, 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.
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 Ten feet (10'). Carports may be attached to the main dwelling. For the purposes 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 allow any portion of a building on a lot to encroach upon another lot. A maximum building set-back line of Fifty feet (50') is hereby established, except that the Board of Directors is given the express power, in its discretion, to increase the maximum set-back line not to exceed a maximum distance of Fifty-Five (55) feet from the front property line.

The above building line restrictions shall not, however, apply to the following lots: lots 159, 160,

161, 174, 175, 176, 162, 163, 164, 171, 172 and 173, which shall have the minimum and maximum building set-back lines as shall be determined by the Board of Directors.

5. Detached garages/carports or accessory buildings shall not be erected closer than five feet (5') to any side line nor nearer than five feet (5') to the rear lot line. Eaves on such garages or accessory buildings shall not extend or cause a rain drip line over the property lines.

6. The minimum requirements for residential structures are set out as follows:
For single-story residences of two (2) bedrooms: 1200 sq. ft.
For three(3) or more bedrooms: 1500 sq. ft.
For two (2) – bedrooms, two (2) – story residences:
on the ground floor: 800 sq. ft.
For three (3) or more bedroom two-story houses: 1000 sq. ft. on
the ground floor.

The above set-out areas are exclusive of open porches and garages.

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

8. 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.

9. 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, no construction or manufacturing exists, or to which no goods or products are delivered to and from the residence.

10. No commercial or advertising signs for business purposes shall be displayed to the public view on any lots. However, 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 acceptable. All signs shall be no larger than four square feet. A small garage sale sign shall be permitted only on the day of the sale.

11. 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 Broadmoor Residents 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.

12. These covenants prohibit the re-subdivision 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 residential lot.

13. No garage apartments are to be erected or to be used as residences. No carport or garage is to be converted to become an enclosed living area without the written approval of the Board of Directors.

14. No building or structure shall be constructed using imitation brick siding or pine siding on the exterior; nor shall asbestos siding be used at all unless approved by the Board of Directors.

15. Building materials and equipment shall not be placed or stored on any lot except during actual construction of a residence or other building. POD (portable on demand) containers or dumpsters shall not be allowed on the lot longer than an eighteen (18)-month period, unless there is good cause shown to allow an extension of said period. POD's shall be placed on a lot only in conjunction with renovations, construction or repair. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, to include excessive items stored in any carport over an extended period longer than one month. Upon completion of a residence or structure, or repairs thereto, all debris shall be removed from the premises immediately. 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.

16.. 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 which has been stored 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. Furthermore, 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 Health Unit. Plans for such system may be obtained from said Health Unit. Each of the foregoing conditions described in this paragraph shall constitute a nuisance *per se* under these restrictions.

17. 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, stored, repaired or maintained on any street or on any lot nearer to the street than the minimum building setback line.

18. Wreckers, buses for hire (excluding school buses used primarily for transporting school children), trucks other than pickup trucks, or semi-trailers with more than two (2) axles or with a payload capacity in excess of two thousand (2,000) pounds are prohibited from parking on, in or adjacent to any lot.

19. No wheeled vehicle, including but not limited to utility trailers, horse trailers, recreational vehicles or industrial equipment, shall be parked on grass in the front yard of any residence, in accordance with city parking ordinances and these restrictions. Exceptions for temporary parking such as special events and/or guests will be allowed, but not to exceed a (48) forty-eight hour period. Other exceptions are subject to approval by the Board of Directors.

20. Driveways shall be constructed in accordance with the rules set by the Baton Rouge City-Parish Unified Development Code. However, asphalt may not be used to construct driveways. Primary driveways shall be constructed of concrete material or pavers. Additional parking shall be connected to a public street or alley by an aisle and/or driveway and shall be constructed of dust-free paving. Exceptions for spaces constructed of gravel or granular material are subject to approval of the Board of Directors and only if maintained weed-free.

21. No lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located solely in the back yard.

22. 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.

23. 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.

24. All exterior construction, additions and improvements to property must be completed within eighteen (18) months of the granting of any required permit or approval of the Board of Directors. Failure to commence any plans so submitted within the allowed time shall require resubmission of plans to the Board of Directors.

25. 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.

26. An un-maintained lawn or lot is defined as one whose owner has not maintained the lawn or lot in compliance with paragraph 25 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.

27. 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.

28. 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 issues for any portion of the subdivision.

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

30. The Board of Directors 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.

31. The authority of the Architectural Control Committee granted in paragraph 13 of the original restrictions to certain named individuals, now deceased, is hereby transferred to the Board of Directors, who may delegate such duties to a committee to serve for such terms and on such conditions as the Board may designate. The approval or disapproval of the Board of Directors as required in these covenants shall be in writing. In the event the Board of Directors, or its designated representative(s), fails to approve or disapprove in writing within thirty (30) days after plans and specifications have been submitted to it, 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.

32. These covenants, building restrictions, and amendments are to run with the land, and shall be binding on all property owners and lots in East Broadmoor, Fifth 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 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.

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 Broadmoor Residents Association, or its successors, that the requisite number of 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.

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 lot owners and the written consent of two-thirds (2/3) of the Board of Directors.

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 Broadmoor Residents Association, 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 Board of Directors and of lot owners. Said certification shall be deemed proof of the compliance with the amendment process set forth in these restrictions.

33. 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.

34. 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 Broadmoor Residents 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.

35. 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.

WITNESSES	DATE	OWNER(S)	LOT NO.
<u>St. St.</u> STEVEN GRAHAM	<u>1-16-09</u>	<u>[Signature]</u> HEIDI HEBERT	<u>153</u>
Printed Name		Printed Name	

Heather H. Graham
Heather H. Graham
Printed Name

<u>St. St.</u> STEVEN GRAHAM	<u>1-17-09</u>	<u>[Signature]</u> Julie O. Michalik	<u>181</u>
Printed Name		Printed Name	

Heather H. Graham
Heather H. Graham
Printed Name

<u>St. St.</u> STEVEN GRAHAM	<u>1-17-09</u>	<u>[Signature]</u> JOSEPH E. MICHALIK JR	<u>181</u>
Printed Name		Printed Name	

Heather H. Graham
Heather H. Graham
Printed Name

<u>St. St.</u> STEVEN GRAHAM	<u>1/17/09</u>	<u>[Signature]</u> Katie M. Whetson	<u>178</u>
Printed Name		Printed Name	

Heather H. Graham
Heather H. Graham
Printed Name

<u>St. St.</u> STEVEN GRAHAM	<u>1/17/09</u>	<u>[Signature]</u> AGNUS CARNEY	<u>177</u>
Printed Name		Printed Name	

Heather H. Graham
Heather H. Graham
Printed Name

<u>St. St.</u> STEVEN GRAHAM	<u>1/17/09</u>	<u>[Signature]</u> MARGARET JOHNSON	<u>174</u>
Printed Name		Printed Name	

Heather H. Graham
Heather H. Graham
Printed Name

[Signature]
JERRY JOHNSON