

58/3192

EAST BROADMOOR - 4th FILING

9-14-1953

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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

EAST BROADMOOR CO., 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 East Baton Rouge Parish, Louisiana, appearing herein through Jules F. Landry, President, and Alison Bogan, Secretary-Treasurer, both 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 attached hereto and made a part hereof, who after being duly sworn declare the intention of said corporation as follows:

That said corporation is the owner of Twenty-Six (26) certain lots or parcels of ground, which compose a portion of that certain tract or subdivision which is set out in a map prepared by Mundinger, Dupree and Cooper, Civil Engineers and Surveyors, which lots are numbered Lots Nos. One Hundred Twenty-Six (126) to One Hundred Fifty-One (151), both inclusive, and which map is entitled "Final Plat East Broadmoor (Fourth Filing)", located in Section Eighty-Five (85) Township Seven (7), South Range One East, Greensburg Land District of Louisiana, dated May, 1953, a blueprint of which map is attached hereto and made a part hereof, and paraphrased "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 being set as follows, to-wit:

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 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. The minimum requirements for residential structures is set out as follows:

For single-story residences of two (2) bed-rooms
1200 Square Feet.

For Three (3) or more bed-rooms 1500 Square Feet.

For Two (2) bed-rooms, two-story residences 800 Square Feet in the ground floor.

For Three (3) bed-rooms or more, two story houses 1000 Square Feet on the ground floor.

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

4. No building 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. Car ports may be attached to main dwelling. 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 set-back 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 set-back line not to exceed a maximum distance of Fifty-Five (55) feet from the front property line.
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. These 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 residential 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 out-building shall be used on any lot at any time as a residence either temporarily or permanently.
10. No livestock except horses and usual domestic pets shall be kept on said premises.
11. No fence shall be erected on said lot beyond the front building set-back line of that lot.
12. 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 architectural control committee hereinafter named.
13. An architectural control committee composed of Jules F. Landry, Alison Bogan, A. L. Haase, Jr.,

J. B. Rhorer and Powell M. Smith 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 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.

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 Health Unit. Plans for such system may be obtained from said 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 14th day of September, 1953.

WITNESSES:

Lucille Riviere
Lucille Riviere

Lemone Faust
Lemone Faust

EAST BROADMOOR CO., INC.

By: Jules F. Landry
Jules F. Landry, President

By: Alison Bogan
Alison Bogan, Secy-Treas.

Frances L. Landry
Notary Public

Recorded in the official record of the Clerk of Court of East Baton Rouge Parish, Louisiana, on _____
Original Number _____, Bundle Number _____.

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