

SOUTH BROAD MOOR

2ND FILING
1956

Vol. 18 3756

FILED
JUN 20 1956

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Willie Nayer

BE IT KNOWN that on this day, June 25th, 1956, before me, Charles W. Wilson, a Notary Public, duly commissioned and qualified, in and for the above mentioned Parish and State, personally came and appeared:

-----AMBROSE J. McMURPHY-----

a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, who declared:

That he is the owner of Lots numbered forty-eight (48) through fifty-four (54), both inclusive, sixty-seven (67) through seventy-two (72), both inclusive, and Lots 75, 76, 79, 80, 83, 84, 87, 88, 91, 92, 95, and 96, in that subdivision known as SOUTH BROADMOOR SUBDIVISION, 2nd filing, situated in the Parish of East Baton Rouge, State of Louisiana, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, shown on a map made by Barnard and Burk, Consulting Engineers, dated June 4, 1956, which is on file and of record in the Office of the Clerk and Recorder of this Parish, and that he hereby imposes the following building restrictions on said lots:

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 1 detached single family dwelling not to exceed two and one-half stories in height and a private attached garage or carport for not more than four 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 locations 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 set back line unless similarly approved.

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

For single story residences - 1600 square feet
For two-story residences - 1300 square feet in ground floor.

The above set out areas are exclusive of open porches and garages. All residences shall have either marble chip, cedar shake or permanent type roof.

4. No building shall be located on any lot nearer to the front line than 30 feet, nor nearer to the side property line than 10 feet. Carports or garages must be attached to main dwelling. A maximum building set back line of 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 55 feet from the property line.

116
1247

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 any one of said lots, except that a lot may be resubdivided in order to create a larger lot or lots. When a larger lot or lots is created, or when a residence building is built on two (2) lots, the said residence building shall be centered on the larger lot or the two lots.

8. No garage apartments are to be erected to be used as a residence. Residence for domestic servants to the occupants of the main residential premises may be attached in the rear of garage or carport but must be of single story type, unless main residence is a two-story type.

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 the usual domestic pets shall be kept on said premises.

11. No building or structure shall be constructed using imitation brick, or any other imitation material, nor asbestos siding, concrete blocks (large or regular size) or cedar shakes, neither shall stucco be used, unless approved by the Architectural Control Committee hereinafter named.

119
1297

12. The Architectural Control Committee composed of A. J. McMurphy is hereby appointed. He shall have authority to appoint a representative to act for him. 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 30 days after plans and specifications have been submitted to it, in writing, or in any event, if no suit to enjoin the constructions 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.

13. No person shall provide or install a method of sewage 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 a 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 25 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 part.

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

16. Invalidity of any one of these covenants by judgement of court shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE, READ AND SIGNED at my Notarial Office in the City of Baton Rouge, Louisiana, on the day and date hereinabove first written, and in the presence of the undersigned competent witnesses.

WITNESSES:

Mona D. Henderson
Mona D. Henderson

Ambrose J. McMurphy
Ambrose J. McMurphy

Mary Frances C. Eley
Mary Frances C. Eley

Charles W. Wilson
Notary Public
CHARLES W. WILSON