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ACT OF RESTRICTIONS
OF
BROADMOOR PLACE SUBDIVISION, EIGHTH FILING

STATE OF LOUISIANA

1963

PARISH OF EAST 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:

CALANDRO DEVELOPMENT, INC., a private corporation organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, herein represented by its President, Joseph D. Calandro, duly authorized to appear herein for and in behalf of said corporation under and by virtue of resolution of its Board of Directors, a 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:

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That said corporation is the owner of three (3) certain lots or parcels of ground, being lots Nos. Three Hundred Twenty-three (323), Three Hundred Twenty-four (324), and Three Hundred Twenty-five (325) both inclusive; comprising Broadmoor Place, Eighth Filing, which is set out on a map prepared by Boudreaux-Fergus Consulting Engineers, Inc., entitled "Final Plat of Broadmoor Place, Eighth Filing", dated November 19, 1964, a blueprint of which map is attached hereto and made a part hereof, and paraphed "Ne Varietur" by me, Notary, for identification herewith.

The appearer further declares 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 out 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 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.

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. Any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick or stone (stucco, masonite, asbestos siding, cedar shake, concrete block or PREFABRICATED 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 on single story residences. Any one and one-half (1½) or two (2) story residences must have eighty (80%) per cent of brick veneer, brick or stone on the first story, the remainder of the said one and one-half (1½) or two (2) story residence, above the first story, shall be of wood or other building material acceptable to the Architectural Control Committee.

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

There shall be a minimum of eighteen hundred (1800) 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 nearer to the side property line than eight (8) feet. Carports may be attached to the 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, 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. 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. 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.
8. No animals except usual domestic 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, nor shall a fence be erected on a lot that does not have a home constructed on it unless this lot is to be used in conjunction with the residence adjoining it on the other side.
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.
11. An Architectural Control Committee composed of Joseph D. Calandro, Chairman, Louis Landes, 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 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee herein provided for shall serve until ninety (90%) per cent of all lots established in the entire tract of land owned by Calandro Development, Inc., and known as Broadmoor Place, Eighth Filing, shall have been developed and sold, and in addition, sixty (60%) per cent of all lots which have been developed or which may be developed out of land now owned by Calandro Development, Inc. and shown on the Broadmoor Place Area, 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. No construction shall be started until the plans have been approved in writing by the said committee. 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 Rouge 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 29th day of September, 1965.

WITNESSES:

CALANDRO DEVELOPMENT, INC.

Margaret Sims
Margaret Sims

BY: Joseph D. Calandro
Joseph D. Calandro, President

Harriet G. Clyuch
Harriet G. Clyuch

Leon Gary, Jr.
Leon Gary, Jr.
NOTARY PUBLIC

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REVOCATION OF RESTRICTIONS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

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BE IT KNOWN, that on this 4th day of August, 1976, before me, the undersigned notary public and in the presence of the undersigned competent witnesses personally came and appeared HAROLD L. McNEMAR, who, being by me first duly sworn did depose and say that he is the owner of three certain lots or parcels of ground, being Lots nos. Three Hundred Twenty-three (323), Three Hundred Twenty-four (324) and Three Hundred Twenty-five (325), all inclusive, comprising BROADMOOR PLACE, EIGHTH FILING, which is set out on a map prepared by Boudreaux-Fergus Consulting Engineers, Inc., entitled "Final Plat of Broadmoor Place, Eighth Filing, dated November 19, 1964, a blueprint of which map is attached to an act of record at Original 23, Bundle 5991. Lots Three Hundred Twenty-three (323), Three Hundred Twenty-four (324) and Three Hundred Twenty-five (325) comprise all of that subdivision known as Broadmoor Place, Eighth Filing.

Appearer declares that there are certain restrictions governing the use of property in said Broadmoor Place, Eighth Filing, which restrictions are of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge at Conveyance Book 1877, Folio 202.

That appearer, as owner of all of the property comprising said Broadmoor Place, Eighth Filing, does hereby revoke all of said restrictions applicable to Broadmoor Place Subdivision, Eighth Filing, and further does hereby authorize and instruct the Clerk of Court for the Parish of East Baton Rouge to cancel and erase the inscription of said restrictions of record at Conveyance Book 1877, Folio 202 and any other inscription of said restrictions which may be found of record in his office, it being the intent of this instrument that there shall henceforth be no privately imposed restrictions affecting the property comprising Broadmoor Place, Eighth Filing.

THUS DONE AND SIGNED in my office at Baton Rouge, Louisiana in the presence of the undersigned competent witnesses on this 4th day of August, 1976.

WITNESSES

Jon B. Blumberg
Jon B. Blumberg

Harold L. McNemar
Harold L. McNemar

Wanda Barksdale
Wanda Barksdale

Sanders Cazadessus
Sanders Cazadessus
Notary Public

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RECORDED PSN E.D.R.
CON. BY 2528 FOL 370
MTC BY [Signature]
DEPUTY CLERK & REC'D