

38-5688

ACT OF RESTRICTIONS
OF

BROADMOOR PLACE SUBDIVISION, SIXTH FILING

STATE OF LOUISIANA

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:

TUDOR 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 East 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; and

the said respective officer, who after being by me first duly and severally sworn, did declare the intention of said corporation as follows:

That said corporation is the owner of fifty-two (52) certain lots or parcels of ground, being Lots Nos. Two Hundred Thirty-Eight (238) through Two Hundred Eighty-Nine (289) both inclusive; comprising Broadmoor Place Subdivision, Sixth Filing, which is set out on a map prepared by Paul C. Boudreaux, Civil Engineer, entitled "Final Plat of Broadmoor Place Subdivision, Sixth Filing, Being a portion of the Thomas M. Sharp Property located in East Baton Rouge Parish, Section Eighty-Seven (87), T-7-S, R-1-E, Greensburg Land District of Louisiana, for Tudor Development, Inc." dated March 2, 1964, 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 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 two (2) sets of construction plans, specifications and plot plans 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. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee. 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, aluminum or metal siding, 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. One and one-half (1-½) 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 seventeen hundred (1700) 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 the 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 Louis M. Landry, Chairman, Dallas Clarke, 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 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.

147

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 8th day of September, 1964.

WITNESSES:

TUDOR DEVELOPMENT, INC.

Dallas A. Clarke
Dallas A. Clarke

By: Louis M. Landry
Louis M. Landry, President

Harriet G. Lynch
Harriet G. Lynch

Julius T. Landry
NOTARY PUBLIC

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RECORDED IN THE
CONTRACT 1793 FOL 165
MTG. BK _____ FOL _____
Mary M. Bourcien
DEPUTY CLERK OF COURTS