

2005 AMENDMENT TO THE ACT OF RESTRICTIONS For BROADMOOR, THIRD FILING

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 BROADMOOR, THIRD FILING consisting of 116 lots, specifically lots 1-17; 167-179; 182-198; 201-221; 224-248; 252, 254, 257-263; 264; 264A; 265-276, who hereby amend and supplement the Act of Restrictions for Broadmoor, Third Filing, by re-stating those restrictions as recorded at Original 894 Bundle 207 in the conveyance records of the Clerk of Court of East Baton Rouge Parish to remain in place and by amending and supplementing same. In case of any conflict or ambiguity on record, these amendments shall control.

These amendments are being amended in accordance with paragraph 15 of said original restrictions recorded on November 3, 1950, 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 116 lots in Broadmoor, Third Filing, specifically lots 1-17; 167-179; 182-198; 201-221; 224-248; 252, 254, 257-263; 264; 264A; 265-276, inclusive, situated in East Baton Rouge Parish, Louisiana, all according to that certain tract or subdivision which is set out in a map entitled "Final plat of a portion of Broadmoor (Third filing), being a portion of Cartona Plantation and located in Sections Eighty-four (84) and Eighty-eight (88), Township Seven South Range One East Greensburg Land District for W. R. McGaw, Otis M. Pollard & Charles S. Myer, Jr."

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.

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 building, structure, fence, or improvements of any kind 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 board of directors 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. Accessory buildings are allowed in a rear yard but many not occupy more than 30 percent 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.
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 Five (5') feet. 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 include 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.

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 over the property lines.
6. The minimum requirements for residential structures is set out as follows:
 - For single-story residences of two (2) bedrooms: 1100 sq. ft.
 - For three (3) or more bedrooms: 1500 sq. ft.
 - For two (2) – bedroom, two (2) – story residences: 800 sq. ft. on the ground floor.
 - For three (3) bedrooms or more, 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, and to which no employees come or construction or manufacturing exists.
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, 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 Broadmoor Residents Association or property owners.
12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
13. 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.
14. 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 Broadmoor Residents Association Board of Directors.
15. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be placed on any lot at any time as a residence either temporarily or permanently.
16. No fence shall be erected on said lot beyond the front building setback line of that lot.
17. No building or structure shall be constructed using imitation brick siding on the exterior.
18. 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 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.

19. 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 of the neighborhood. Such conditions may include, but are not limited to, the following: accumulation of junk, trash, garbage, litter, refuse, rubbish, appliances, debris, combustible materials, or junked inoperable vehicles in such a state of deterioration that they cannot be profitably restored and which have a fair market value of five hundred dollars or less, or any vehicle in need of repair which has been stored on any lot longer than 30 days; illegal dumping; noxious weeds; overgrown landscaping and vegetation; infestation of insects; vermin or rodents; animals running at large; dilapidated structures, including those in need of painting or repair; abandoned adjudicated properties; criminal violations; weed liens; zoning violations; health code violations; and other conditions which are hazardous to public health, safety or welfare.
20. No boats, vehicles, school buses, campers or trailers of any kind 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.
21. Wreckers, buses for hire (excluding school buses used primarily for transporting school children), 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.
22. 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. Exceptions for temporary parking such as special events and/or guest will be allowed but not to exceed a (48) forty-eight hour period. Other exceptions are subject to board approval.
23. 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 Broadmoor Residents Association Board of Directors and only if maintained weed-free.
24. 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.
25. 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 appearance of the lots in the subdivision.
26. 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.

27. All exterior construction, additions and improvements to property must be completed within 18 months of the granting of any required permit or approval of the Broadmoor Residents Association, Inc. Board of Directors. Failure to commence any plans so submitted within the allowed time shall require resubmission of plans to the Board of Directors.
28. 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 to maintain the property values therein.
29. An un-maintained lawn or lot is defined herein as being a lawn with weeds or grass which has reached a height of nine (9) inches above grade, or excessive objects on the lawn that create an unsightly appearance, including but not limited to trash cans, trash, junk, and debris in the yard. In the event that any property owner fails to correct the situation within 30 days of receipt of notice by certified mail from the Broadmoor Residents Association, Inc. 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 the Broadmoor Residents Association shall have the right to enter upon said lot or property and cause the lot to be mowed and/or cleaned up. Broadmoor Residents Association, Inc. shall be entitled to file a lien against the property for the actual cost incurred, and take further legal action to collect all costs incurred, which shall include the cost of appropriate attorney fees and court costs to record said lien and to collect said costs.
30. 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, such as children, to trespass on the property at their peril.
31. 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.
32. Residents may not have garage sales in excess of three per year, as consistent with Baton Rouge City-Parish ordinances.
33. It is the intent of the property owners that the board members of the Broadmoor Residents Association, Inc. shall be protected from liability to the fullest extent of Louisiana law of non-profit homeowner's associations for their 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.
34. 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 of the Broadmoor Residents Association, Inc., 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, or its designated representative(s), fails to approve or disapprove in writing within 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.
35. No building, modification, or addition to any lot 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 submitted to and approved by the Board of Directors, as to location with respect to topography, finished grade elevation, material, and harmony of appearance with other structures in the filing. 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.

36. These covenants, building restrictions, and amendments are to run with the land, and shall be binding on all property owners and lots in Broadmoor, Third Filing, for a period of 10 years from the recordation date of these amendments, after which time said covenants shall be automatically extended for successive periods of 10 years, unless the majority of the lot owners have signified their approval in writing to the Broadmoor Residents Association 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 Broadmoor Residents Association, Inc. has caused said amendments to be recorded timely in accordance with the requirements stated herein. Notwithstanding the above time restraints on amendments, seventy-five percent (75%) of the residents can amend these restrictions following ninety (90) days written notice to the Broadmoor Residents' Association who shall prepare such amendments and record the same as directed.
37. 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. Broadmoor Residents Association, Inc., 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.
38. 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. 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.

- X 39. 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 Baton Rouge, Louisiana on the dates set forth in the presence of the witnesses subscribed thereto by the owners of the lots designated.

WITNESSES

LARRY GRAYSON

LARRY GRAYSON

STEVEN GRAHAM

STEVEN GRAHAM

STEVEN GRAHAM

STEVEN GRAHAM

STEVEN GRAHAM

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STEVEN GRAHAM

STEVEN GRAHAM

DATE

10/17/05

10/23/05

10/25/05

10/26/05

MICHAEL D. WASCOM

OWNER(S)

Michael D. Wascom

Michael D. Wascom

Michael D. Wascom

Michael D. Wascom

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LOT NO.

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