

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Orig. 62 Bille 3278

NORTH BROADMOOR
5TH FILING
1954

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:

NORTH BROADMOOR, 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. Lardry, 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 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 Seventy-Four (74) certain lots or parcels of ground, being Lots Nos. 89 to 162, both inclusive, 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, entitled "Final Plat North Broadmoor, Fifth Filing, located in Sections Eighty-Five (85) and Eighty-Six (86), Township Seven (7) South, Range One (1) East, Greensburg District of Louisiana, dated May 10, 1954," 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 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) bedrooms 1200 square feet.

For three (3) or more bedrooms 1350 square feet.

For two (2) bedrooms, two-story residences 800 square feet in the ground floor.

For three (3) bedrooms 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 (except as hereinafter specifically excepted) 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. 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 setback 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 setback line not to exceed a maximum distance of Fifty-Five (55) feet from the front property line.

The above building line restrictions shall not, however, apply to the following lots: Lots 98, 99, 100, 101, and 102, which shall have the minimum and maximum building setback lines as shall be determined by the architectural control committee.

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 outbuilding 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 setback line of that lot.
12. No building or structure shall be constructed using imitation brick siding on the exterior.
13. An architectural control committee composed of Jules F. Landry, A. L. Haase, Jr., Frances L. Landry and Samuel G. Dupree 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 shall be 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 11th day of May, 1954.

WITNESSES:

Lynne J. Gaudin
Betty B. Gaudin

NORTH BROADMOOR, INC.

BY:

Jules F. Landry
Jules F. Landry, President

Frances L. Landry Notary Public

Duly recorded in Book No. 1087
Page 316 of the Conveyance
Records of the Parish of East Baton
Rouge, La. May 14
1954 at 4:53 o'clock P.M.
Oliver Young
By Clerk & Recorder

FILED FOR RECORD

MAY 14 1954

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BY CLERK and RECORDER