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NOTARIAL ACT  
CREATING PROTECTIVE LAND RESTRICTIONS  
FOR  
BROADMOOR OAKS SUBDIVISION  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

1957

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BE IT KNOWN, then on this 15th day of April, 1957, before me  
Robert P. Breazeale, Notary Public, duly commissioned and qualified in  
and for the Parish of East Baton Rouge, State of Louisiana, personally came and  
appeared:

RESIDENTIAL DEVELOPERS, INC.

a Kentucky Corporation, duly qualified and authorized to do business in this State,  
having its domicile in the Parish of East Baton Rouge, State of Louisiana, and  
represented herein by J. M. Powell, Jr., its Vice President, duly authorized to appear  
and execute this declaration of land restrictions upon all of BROADMOOR OAKS SUBDIVISION,  
a subdivision situated in East Baton Rouge Parish, Louisiana, by virtue of a resolution  
of the Board of Directors of said corporation, a certified copy of which is attached  
hereto and made a part hereof, who declared that RESIDENTIAL DEVELOPERS, INC. is the  
owner of all the lots, on a map prepared by John I. McCain, Civil Engineer, dated  
Nov. 19, 1956, a copy of which is annexed hereto and incorporated herein, and  
by me, said Attorney, has been paraphrased "Ne Varietur" for identification with this said  
act.

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That RESIDENTIAL DEVELOPERS, INC. has established, and does, by these presents,  
establish upon and covering BROADMOOR OAKS SUBDIVISION the following restrictions, as  
covenants to run with the land and the method of ascending same; which restrictions are  
to be irrevocably binding upon BROADMOOR OAKS SUBDIVISION and/or all persons claiming  
under it as heirs, successors or assigns, or subsequently purchasing, residing upon, or  
using said property, to-wit:

1. These protective covenants and restrictions are to run with the  
land and be in favor of each and all of the lots numbering One to  
Twenty-Eight and shall be binding upon the purchaser, owner, or occu-  
pant, of any of the property hereinbefore described, their heirs,  
and assigns for a period of twenty-five (25) years, after which time  
said covenants and restrictions shall be automatically extended for  
successive periods of ten (10) years each, unless by a vote of the  
majority of the then owners of the lots, it is agreed to change said  
covenants in whole or in part, and said owners shall be entitled to  
one vote for each lot so owned by them.

2. Invalidity of any one of these covenants, easements, and re-  
strictions, or any part of any covenant, easement or restriction,  
by judgment of court, or otherwise shall in no wise affect any of  
the other provisions which shall remain in full force and effect.



3. All the property located in the lots mentioned shall be known and described as residential, and shall be used for none other than residential purposes.

4. a. 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 exterior 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 set back line unless similarly approved.

b. The Architectural Control Committee is composed of the following members to serve without compensation:

J. M. Powell, Jr.	1980 Country Club Drive, Baton Rouge, La.
Roy Mathews	1810 Cherokee, Baton Rouge, La.
P. R. Staub	354 Clend, Baton Rouge, La.

c. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor 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 it or restore to it any of its powers and duties.

d. The Committee's approval or disapproval shall be in writing and shall be limited to within thirty days from the receipt of plans.

5. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached, single-family dwelling not to exceed two and one half stories in height with private garage and/or carport and other accessory buildings.

6. No dwelling shall be permitted on any lot having less than 1200 square feet floor area. These floor areas shall be exclusive of carports, garage, and open porches, but shall not exclude enclosed breezeway. This subject to adjustment as covered by the following conditions. For a dwelling of more than one story, the ground floor area shall be not less than 1000 square feet. In any event the cost of the dwelling shall not be less than \$12,000 based upon cost levels prevailing on the date these covenants are recorded.

7. a. No building shall be located on any lot nearer to the "front lot line" or nearer to the "side street line" than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front line, or nearer than twenty-five (25) feet to any side street line of a corner lot.

b. For the purpose of this covenant the "front lot line" of a lot is construed to mean that property line which fronts on a street. On lots at the corner of two intersecting streets, the "front lot line" shall be that side of the lot having the lesser street frontage; and the "side street line" shall be the side of the lot having the greater street frontage.



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- c. No building, including attached carports and/or garages shall be located nearer than ten (10) feet to an interior side lot line. A five (5) foot side yard shall be required for a garage or other permitted accessory building located in the "required rear yard", except as provided for corner lots.
  - d. No dwelling shall be located on any lot nearer than thirty (30) feet to the rear lot line, except lot Nos. 13 and 16, which shall not be less than twenty-five (25) feet.
  - e. The "rear yard" shall extend across the full width of the lot and be measured between the rear line of the lot and the rear line of the dwelling. The "required rear yard" shall be a yard having a depth of thirty (30) feet from the rear lot line, except Lot Nos. 13 and 16 which shall be twenty-five (25) feet.
  - f. An accessory building may occupy not more than thirty (30) per cent of a rear yard, and when located on a corner lot shall not be nearer than twenty-five (25) feet to the side street line.
  - g. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot, to encroach upon another lot; nor shall eaves, cornices, buttresses, belt courses, sills and ornamental features project into the minimum side yard more than forty-eight (48) inches.
8. No dwelling shall be erected or placed on any lot having a width of less than one hundred (100) feet at the minimum building set back line, except Lot Nos. 14 and 15 which shall have eighty (80) feet minimum, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet, except Lot Nos. 12 and 17, which areas shall not be less than 14,700 square feet.
9. No garage apartment shall be erected or permitted on any of the residential lots, except that garages with living quarters may be erected on any lot for occupancy by servants domestic to the family residing thereon, but for no other purpose may said garage be used as living quarters. No tents, shack or trailer shall ever be occupied as living quarters on said lot or lots either temporarily or permanently.
10. No commercial business, nor noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict the builder from erecting temporary warehouses and/or offices on any lot for the construction of houses on other lots.
11. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five feet square advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.



13. no animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. In the event that there is any readjustment of lot sizes, boundaries or designations with respect to the above described property, the restrictions set forth above will apply to the lot or lots that result from such re-subdivision change or adjustment, as the same may be shown on the latest map or plan of the said above described property of public record, but in no event shall any such revision result in the diminution of lot sizes above stipulated.

16. a. Each lot is subject to a public utility easement of seven and one-half (7.5) feet in width along the entire rear of each lot, except when otherwise shown on the said map, which said public utility easement may be used only and exclusively for the purpose of installing and maintaining communication, electric, drainage, sewer, gas, and water lines; said public utility easement to be kept open at all times with no building or structure of any kind to be erected thereon which will interfere with or prevent the said easement from being used for public utility purposes, as herein provided.

b. Utility companies serving the area shall have the right of ingress and egress over and across lots as required to install, operate and maintain their service lines.

17. If the parties hereto or any purchaser of any of the above described property or their heirs, successors or assigns shall violate or attempt to violate any of the restrictive covenants herein, it shall be lawful for any person or persons owning any real estate situated within the said subdivision, or in the Parish of East Baton Rouge, or the District Attorney of the Parish of East Baton Rouge, or any person residing in the Parish of East Baton Rouge, Louisiana, to prosecute any proceeding in a court having jurisdiction against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages for such violation.

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12-11-55  
THUS DONE AND SIGNED in my office in the City of Baton Rouge, Louisiana in the presence of Elaine D. Brown and Joan E. Salzer competent witnesses, on the day, month and year first written.

WITNESSES:

Elaine D. Brown

Joan E. Salzer

RESIDENTIAL DEVELOPERS, INC.

BY J. M. Powell, Jr.  
J. M. Powell, Jr., Vice President

[Signature]  
NOTARY PUBLIC

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APR 20 1957  
[Stamp]