

Orig. 8 3687

Lot 65-86

BROADMOOR TERRACE 3RD FILING

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

1956

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:

NOTAR A. RICHAL, who declared that he is a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, married to Camilla Tison Richal, born Tison, with whom he is now living, and who further declared that he is the owner of all of the lots located in BROADMOOR TERRACE #3, being lots Sixty-five (65) through Eighty-six (86) BROADMOOR TERRACE #3 as shown on the attached map, which is made a part hereof and which has been purposed by me, Notary, for identification herewith.

The appearer further declared that he has established and does hereby establish certain building restrictions and conditions for the benefit of said property or any part thereof. These restrictions are established as servitudes and covenants running with the land, and are as follows:

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 (2½) 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) bedrooms or more, 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.

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4. No buildings (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 dwellings. For the purpose of this covenant, eaves, stairs, 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.
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 residence 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 outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.
10. No livestock except 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 John L. McCain, Charles H. Parrier, and Edgar A. Bachal 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.

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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 (25) 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.
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. Invalidity of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 3rd day of March, 1956.

BOARDWALK TERRACE # 3

WITNESSES:

Mildred Cobb  
Hazel E. Seguin

BY: Eugene A. Rachil

Robert L. Hingst NOTARY PUBLIC

Recorded in the official records of the Clerk of Court of East Baton Rouge Parish, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 1956, as Original No. \_\_\_\_\_ Bundle No. \_\_\_\_\_

Only recorded in Book No. 1223  
Page 426 of the Conveyance  
Records of the Parish of East Baton  
Rouge, La. Mar 9  
1956 at 2:15 o'clock P.M.  
Ornette H. Himes  
CLERK & RECORDER

FILED FOR RECORD  
AT 2:15 O'CLOCK P.M.  
MAR 9 1956

Ornette H. Himes  
CLERK and RECORDER



WAIVER AND AMENDMENT OF  
BUILDING RESTRICTIONS AND COVENANTS  
BROADMOOR TERRACE #3

1988

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on the dates hereinafter set forth, personally came and appeared the undersigned property owners, all major domiciliaries and residents of East Baton Rouge Parish, Louisiana, who declared that:

I. Each of them owns property located and situated in that certain East Baton Rouge Parish subdivision known as BROADMOOR TERRACE #3;

II. In the aggregate, appearers own more than one-half of the land area and lots included within the aforementioned subdivision, and affected by those certain building restrictions and covenants dated March 3, 1956, and filed of record on March 9, 1956, as Original 8, Bundle 3687, in Conveyance Book No. 1223, Folio 426, records of East Baton Rouge Parish, Louisiana;

III. In consideration of the construction on Lot No. 69, Broadmoor Terrace #3, by Broadmoor United Methodist Church, of a gated exit drive from the church parking area to S. River Oaks Drive, and the alleviation of neighborhood traffic congestion and other benefits to be derived therefrom, and in compliance with Art. 780 of the La. Civil Code, appearers do hereby waive and terminate any and all restrictions, conditions, covenants and provisions contained in any building restrictions and covenants applicable to BROADMOOR TERRACE #3 subdivision (including without limitation those cited in paragraph II above), which might limit, condition or prohibit the use of said lot in that fashion or for that purpose, or which might otherwise prohibit the construction of the gated exit drive and appurtenant structures (gate, fence, curbs, gutters, etc.), including but not limited to the restrictions numbered (1) and (6) of the above-cited restrictions and covenants;

IV. This waiver and amendment of building restrictions and covenants shall pertain to and affect Lot No. 69, BROADMOOR TERRACE #3, ONLY; and all building restrictions and covenants applicable to BROADMOOR TERRACE #3 subdivision shall remain in full force and effect, except as waived and terminated with respect solely to Lot No. 69.



THUS DONE AND PASSED in Baton Rouge, East Baton Rouge Parish,  
Louisiana, in the presence of the undersigned competent witnesses, on the  
dates hereinafter set forth.

WITNESSES:

DATE:

LOT NUMBER AND  
SIGNATURE OF OWNER(S):

Billy J. Dancy  
Jan. M. Mignone

9 March 88

Frank K. Schwartzburg Lot 74  
Frank K. Schwartzburg

Ellen D. Bush Lot 72  
Ellen D. Bush

March 9, 1988

3/9/88 Bernice V. Evans Lot 69  
Bernice V. Evans

3/10/88 Suzanne S. Jung Lot 84  
Suzanne S. Jung

Louis E. Jung Lot 84  
Louis E. Jung

3-13-88 Doris Haddad Lot 85  
Doris Haddad

3-15-88 Wade H. Harris, Jr. Lot 67  
Wade H. Harris, Jr.

Barbara L. Harris Lot 67  
Barbara L. Harris

3/16/88 Betty Kochan Lot 66  
Betty Kochan

Edward Kochan Lot 66  
Edward Kochan

3/16/88 Melinda Thorsen Lot 65  
Melinda Thorsen

3-16-86 Dolly K. Hebert Lot 82  
Dolly K. Hebert



DATE:

LOT NUMBER AND  
SIGNATURE OF OWNER(S):

3-16-88

Meridel Oliver Lot 80  
Meridel Oliver

3-16-88

Catherine Veillon Lot 75  
Catherine Veillon

3-16-88

Mona LeBlanc Lots 77+77a  
Mona LeBlanc  
Frank V. LeBlanc Lots 77+77a  
Frank V. LeBlanc

3-16-88

Nell Griffin Lot 86  
Nell Griffin

ACKNOWLEDGMENT BY WITNESS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, personally came and appeared Bobby J. Bowling, who being by me first duly sworn, did depose and say that:

He was a witness, along with Jan AlarceniaK, to the above and foregoing instrument; he witnessed each and every appearer sign the instrument in his presence and that of the other witness; and he knows of his own knowledge that the appearers executed the instrument of their own free will and accord, for the uses, benefits and purposes therein expressed.



IN WITNESS WHEREOF the said appearer has executed this  
acknowledgment in my presence and in the presence of the undersigned  
competent witnesses on this 17th day of March, 1988, in Baton Rouge, East  
Baton Rouge Parish, Louisiana.

WITNESSES:

Kathleen A. Goff  
Agnes M. Harrop

Betty J. Kenty

George K. Ponding  
NOTARY PUBLIC

955 9987  
ECG MAR 17 AM 11:04  
EXTRAS DR. \_\_\_\_\_  
CLERK OF COURT & REC'DER

CERTIFICATION :  
68-511864  
BY \_\_\_\_\_  
CLERK OF COURT & REC'DER

68755 219987