

BROADMOOR TERRACE 2ND FILING

Orig. 40 Bde. 3702

1956

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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:

SUBURBAN REALTY OF BATON ROUGE, Inc., a Louisiana corporation domiciled in the Parish of East Baton Rouge, represented herein by John I. McCain, President, who declared that said corporation is the owner of all of the lots located in BROADMOOR TERRACE # 2, being Lots Thirty-seven (37) through Sixty-four (64) BROADMOOR TERRACE # 2 as shown on the attached map, which is made a part thereof and which has been paraphrased by me, Notary, for identification herewith.

The appearers further declared that they have established and do 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 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 in 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, 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.
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. The 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 I. McCain, Charles H. Farrier, and Gerald E. Songy 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 to 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 (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. Invalidation 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 28th day of March, 1956.

SUBURBAN REALTY OF BATON ROUGE, Inc.

WITNESSES:

W. J. F. Bush

By: John I. McCain
John I. McCain, President

W. J. F. Bush 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 Number _____, Bundle Number _____

FILED FOR RECORD
AT 3:20 O'CLOCK P. M.
APR 8 1956

Billie Hargis
BY CLERK and RECORDING

Day recorded in Book No. 1229
Page 216 of the Conveyance
Records of the Parish of East Baton
Rouge, La. April 3
1956 at 3:20 O'CLOCK P. M.
Billie Hargis
BY CLERK & RECORDING