

DEED RESTRICTIONS

BROADMOOR PARK

1ST. FILING, LOTS 3 TO 14 & 66

ARCHITECTURAL CONTROL COMMITTEE

HAL MCCULLOUGH

BOB WEIMER

T. J. HOGUE

FILED FOR RECORD

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RECORDED 1621 FOR 447
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FOL
DEPUTY CLERK & RECORDER

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RESTRICTIONS, BROADMOOR PARK, FIRST FILING

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 16th day of February, 1962, BEFORE ME, the undersigned authority, Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

BROADMOOR PARK, INC., a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, State of Louisiana, and herein represented by its President, Joseph F. Gibbens, Jr., he being herunto duly authorized under and by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is on file and of record in the office of the Clerk and Recorder of the said Parish of East Baton Rouge, who declared that:

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1621
BROADMOOR PARK, INC. is the owner of LOTS THREE (3) through FOURTEEN (14) and LOT SIXTY-SIX (66) inclusive, situated in that subdivision in the Parish of East Baton Rouge, State of Louisiana, known as BROADMOOR PARK, FIRST FILING, which subdivision is shown in detail by a map thereof described as:

"The Final Plat of Broadmoor Park Subdivision, First Filing, Being the Subdivision of the East 36.35 Acres of Tract A of the Partition of the Lands Formerly Belonging to the Heirs of Edward R. Sharp, located in Section 86, T-7-S, R-1-E, East Baton Rouge Parish, Louisiana."

a copy of which is attached hereto, made a part hereof, and paraphrased for identification herewith.

Appearer declares that they have established and do hereby establish certain building restrictions and conditions for the benefit of all of the lots hereinabove referred to of said subdivision, Broadmoor Park, First Filing, to be binding upon and enforceable by the present or future owners of said property, or any part hereof. It is the intention of the appearer to establish these restrictions as servitudes and covenants running with the land.

THE RESIDENTIAL AREA RESTRICTIONS set forth hereinafter in PART A in their entirety shall apply to all lots in said subdivision.

PART A. RESIDENTIAL AREA RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted

to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.

2. **ARCHITECTURAL CONTROL.** 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 on the lot 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 lines unless similarly approved. Approval shall be as provided in PART B.
3. **DWELLING COSTS, QUALITY AND SIZE.** No dwelling shall be permitted on any lot at a cost of less than Fourteen Thousand and No/100 (\$14,000.00) Dollars based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:
 - (1) for single-story residence with two bedrooms, 1,400 square feet.
 - (2) for single-story residence with three or more bedrooms, 1,400 square feet.
 - (3) for two-story residences, 800 square feet on ground floor.
4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front than thirty (30) feet, nor nearer to the side property line than eight (8) feet. Carports may be attached to the main dwellings. The maximum building setback line of sixty (60) feet is hereby established. For the purposes of this covenant eaves, steps and open porches shall not be considered part of the buildings, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. **LOT AREA.** The lots with the dimensions shown on the recorded plat may not be resubdivided, provided, however, that this shall not be construed to prohibit the use of more than one lot as a building site.
6. **SERVITUDES.** Servitudes for installation and maintenance of utilities, streets and other matters are reserved as shown on the recorded plat.
7. **NUISANCES.** No noxious or offensive 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.
8. **TEMPORARY STRUCTURES.** No temporary structure, 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.
9. **LIVESTOCK.** No livestock shall be kept on the premises.
10. **GARAGE APARTMENTS.** No garage apartments shall be erected on any lot or used thereon except as a residence for domestic servants to the occupants of the main residential premises.

11. **SEWERAGE DISPOSAL.** No building shall be used as a residence unless and until there has been constructed such a sewerage disposal plant or septic tank as will meet the requirements of the State and Parish Boards of Health.
12. **COMPLETION AND EXTERIOR MATERIALS.** No building shall be occupied or used as a dwelling before the exterior has been finished. Wood, when used on the exterior, shall not be considered a finished material until it is covered with paint, varnish or stain. Felt, asphalt shingles, paper, roll siding, imitation brick siding and stone marked asphalt siding shall not be used as an exterior finish material. At least sixty (60%) per cent of exterior finish shall be brick or equal.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

1. **MEMBERSHIP.** The Architectural Control Committee is composed of Hal McCullough, Bob Weiser, and T. J. Engue of Baton Rouge, Louisiana. Any two members of the committee may designate a representative to act for him. 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 to change, by a duly recorded written instrument, the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
2. **PROCEDURE.** 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, specifications and other information have been submitted to it, 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.

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PART C. GENERAL PROVISIONS

1. **TERM.** These restrictions or covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.
2. **ENFORCEMENT.** Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. **SEVERABILITY.** 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.

THIS DONE AND SIGNED by appearer in my Notarial Office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with appearer and me, Notary, on the day and date hereinabove set forth.

WITNESSES:

BROADMOOR PARK, INC.

Elaine W. Scott
Elaine W. Scott

vs. Joseph F. Gibbons, Jr.
Joseph F. Gibbons, Jr.

Shirley G. McCain
Shirley G. McCain

Charles J. Lambert, Jr.
Charles J. Lambert, Jr.
Notary Public

ORIG 38015317

RESTRICTIONS

BROADMOOR PARK, SECOND FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this 15th day of March, 1963, BEFORE ME, the undersigned authority, Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

BROADMOOR PARK, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, represented herein by Joseph F. Gibbens, Jr., its President, under and by virtue of a Resolution of the Board of Directors of said Corporation, a certified copy of which is on file and of record in the office of the Clerk and Recorder of said Parish,

who declared that:

356
689
Broadmoor Park, Inc., is the owner of that certain subdivision known as BROADMOOR PARK, SECOND FILING, which subdivision is shown in detail by a map described as:

"Final Plat of Broadmoor Park First Filing (Lots 3 thru 14 & 66); Being the Subdivision of the East 36.5 Acres of Tract 'A' of the Partition of the Lands Formerly Belonging to the Heirs of Edward R. Sharp, Lying in Sec. 66, T-7-S, R-1-E, East Baton Rouge Parish, La. for Broadmoor Park Inc." made by Toxie Craft, Civil Engineer, dated Baton Rouge, La. February 19, 1962, as revised February 25, 1963 to Show Second Filing lots 15 thru 30, 34 thru 48, 67 thru 71 & Lots 103, 104 & 2, a copy of which said map is attached hereto, made a part hereof, and paraphrased "Me Varietur" for identification herewith.

Appearer declares that he has established and does hereby establish certain building restrictions and conditions for the benefit of all of the lots hereinabove referred to in said subdivision, to be binding upon and enforceable by the present or future owners of said property, or any part thereof. It is the intention of appearer to establish these restrictions as servitudes and covenants running with the land.

PART A. RESIDENTIAL AREA RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
2. ARCHITECTURAL CONTROL. 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 on the lot 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 lines unless similarly approved. Approval shall be as provided in PART B.

3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Fourteen Thousand and no/100 Dollars (\$14,000.00) based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:

- (1) for single-story residence with two bedrooms, 1,400 square feet.
- (2) for single-story residence with three or more bedrooms, 1,400 square feet.
- (3) for two-story residences, 800 square feet on ground floor.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front than thirty (30) feet, nor nearer to the side property line than eight (8) feet. Carports may be attached to the main dwellings. The maximum building setback line of sixty (60) feet is hereby established. For the purposes of this covenant eaves, steps and open porches shall not be considered part of the buildings, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

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5. LOT AREA. The lots with the dimensions shown on the recorded plat may not be resubdivided, provided, however, that this shall not be construed to prohibit the use of more than one lot as a building site.

6. SERVITUDES. Servitudes for installation and maintenance of utilities, streets and other matters are reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive 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.

8. TEMPORARY STRUCTURES. No temporary structure, 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.

9. LIVESTOCK. No livestock shall be kept on the premises.

10. GARAGE APARTMENTS. No garage apartments, shall be erected on any lot or used thereon except as a residence for domestic servants to the occupants of the main residential premises.

11. SEWERAGE DISPOSAL. No building shall be used as a residence unless and until there has been constructed such a sewerage disposal plant or septic tank as will meet the requirements of the State and Parish Boards of Health.

12. COMPLETION AND EXTERIOR MATERIALS. No building shall be occupied or used as a dwelling before the exterior has been finished. Wood, when used on the exterior, shall not be considered a finished material until it is covered with paint, varnish or stain. Felt, asphalt shingles, paper, roll siding, imitation brick siding and stone marked asphalt siding shall not be used as an exterior finish material. At least sixty (60) per cent of exterior finish shall be brick or equal.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

1. MEMBERSHIP. The Architectural Control Committee is composed of Hal McCullough, Bob Wisner and T.J. Hogue of Baton Rouge, Louisiana. Any two members of the committee may designate a representative to act for him. 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 to change, by a duly recorded written instrument, the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURE. 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, specifications and other information have been submitted to it, 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.

PART C. GENERAL PROVISIONS.

1. TERM. These restrictions or covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

2. ENFORCEMENT. The enforcement of these covenants shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY. 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.

THIS DEED AND SIGNED by appearer in my Notarial Office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have herewith signed their names with appearer and me, Notary, on the day and date hereinabove set forth.

WITNESSES:

Shirley E. Kucich
Shirley E. Kucich
Minnie W. Gross
Minnie W. Gross

BROADMOOR PARK, LA.

By: Joseph F. Gibbons, Jr.
Joseph F. Gibbons, Jr., Pres.
Charles D. Williams, Jr.
Charles D. Williams, Jr.
NOTARY PUBLIC

12915453

AMENDMENT TO RESTRICTIONS

BROADMOOR PARK, SECOND FILING

BE IT KNOWN THAT:

BROADMOOR PARK, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, said State, represented herein by Joseph F. Gibbens, Jr., its President, under and by virtue of a Resolution of the Board of Directors of said Corporation, a certified copy of which is on file and of record in the office of the Clerk and Recorder of said Parish,

JAMES F. PIERSON, JR., married to Janet White Pierson, born White, with whom he is presently living and residing,

GEORGE S. ROBERTS, married to Barbara Alves Cheney Roberts, born Cheney, with whom he is presently living and residing,

ROBERT E. WIEMER, married to Diane Keller Wiemer, born Keller, with whom he is presently living and residing,

EIDON PAUL DICHARRY, married to Leona Clark Dicharry, born Clark, with whom he is presently living and residing,

EVELYN MORGAN WIEMER, born Morgan, married to George C. Wiemer, with whom she is presently living and residing,

TRUDEAU J. HOGUE, JR., married to Lois Acres Hogue, born Acres, with whom he is presently living and residing,

SAM J. AMOROSO, married to Lola Gautreau Amoroso, born Gautreau, with whom he is presently living and residing,

JOSEPH F. GIBBENS, JR., married to Forest Bernadette Hendrickson Gibbens, born Hendrickson, now deceased,

all of the above mentioned persons being of full age of majority, a resident of and domiciled in the Parish of East Baton Rouge, State of Louisiana,

and

LASALLE MORTGAGE AND SERVICE CORPORATION, a Louisiana corporation domiciled and doing business in the Parish of East Baton Rouge, State of Louisiana, represented herein by Patrick A. Dorah, he being duly authorized to appear herein under and by virtue of a Resolution of the Board of Directors of said Corporation, duly recorded in the office of the Clerk and Recorder of the Parish of East Baton Rouge, Louisiana,

and

NORTON HOMES, INC., a Louisiana corporation existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, represented herein by Charles H. Norton,

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1728

President of said Corporation, he being hereunto duly authorized to appear herein by virtue of a Resolution of the Board of Directors of said Corporation, on file and of record in the office of the Clerk and Recorder of said Parish and State,

the owners of all of the lots in that subdivision of the Parish of East Baton Rouge, State of Louisiana, known as BROADMOOR PARK, SECOND FILING, as designated on the official plan thereof on file and of record in the office of the Clerk and Recorder of said Parish of East Baton Rouge desire to amend and do hereby amend Article No. 3 under Part A, of the restrictions in that subdivision, recorded in Conveyance Book 1689, folio 358 of the Records of said Parish and State, so that the said paragraph shall read as follows, to-wit:

"3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Fourteen Thousand and no/100 Dollars (\$14,000.00) based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:

- (1) for single-story residence with two bedrooms, 1,250 square feet.
- (2) for single-story residence with three bedrooms, or more, 1,250 square feet.
- (3) for two-story residences, 800 square feet on ground floor."

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THUS DONE, READ AND SIGNED at Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, on the dates shown above each signature.

Baton Rouge, Louisiana, September 5, 1963.

WITNESSES:

Hal McCullough
HAL MCCULLOUGH
Shirley G. Pucan

BROADMOOR PARK, INC.

BY: Joseph F. Gibbens Jr.
JOSEPH F. GIBBENS, JR.

Baton Rouge, Louisiana, September 17, 1963

WITNESSES:

Hal McCullough
HAL MCCULLOUGH
Shirley G. Pucan

James F. Pierson Jr.
JAMES F. PIERSON, JR.

Baton Rouge, Louisiana, September 17, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

George S. Roberts
GEORGE S. ROBERTS

Baton Rouge, Louisiana, September 17, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

Robert E. Wiemer
ROBERT E. WIEMER

Baton Rouge, Louisiana, September 17, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

Edon Paul Dicharry
EDON PAUL DICHARRY

Baton Rouge, Louisiana, September 17, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

Evelyn Morgan Wiemer
EVELYN MORGAN WIEMER

Baton Rouge, Louisiana, September 17, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

Trudeau J. Hogue, Jr.
TRUDEAU J. HOGUE, JR.

Baton Rouge, Louisiana, September 17, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

Sam J. Ambroso
SAM J. AMBROSO

Baton Rouge, Louisiana, September 5, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH
Shirley G. Rucan

Joseph F. Gibbens, Jr.
JOSEPH F. GIBBENS, JR.

Baton Rouge, Louisiana, September 20, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH

Shirley G. Duncan

Baton Rouge, Louisiana, September 20, 1963.

WITNESSES:

Hal McCullough
HAL McCULLOUGH

Shirley G. Duncan

LASALLE MORTGAGE & SERVICE CORP.

BY: Patrick A. Doran
PATRICK A. DORAN

NORTON HOMES, INC.

BY: Charles H. Norton
CHARLES H. NORTON

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ON this 23rd day of September, 1963, before me, the under-
signed authority, personally came and appeared:

HAL McCULLOUGH

WHO acknowledged to me that he was one of the witnesses to each of the
above signatures; that each of the persons named above signed in his
presence and in the presence of the other witnesses as their own free
act, for the purposes set forth above.

Hal McCullough
HAL McCULLOUGH

SWORN TO AND SUBSCRIBED before me this 23rd day of September, 1963.

Charles H. Norton
NOTARY PUBLIC

FILED FOR RECORD

SEP 26 4 29 PM '63

RECORDED FOR E. & A.
CON. BY 1128 FOL. 413
MTR. BY 1128 FOL. 413
BEAUCHAMPEL & COMPANY

RESTRICTIONS

BROADMOOR PARK, THIRD FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this 6th day of April, 1964, BEFORE ME, the undersigned authority, Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

BROADMOOR PARK, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, said State, herein represented by Joseph F. Gibbens, Jr., its President, authorized to appear herein by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is on file and of record in the office of the Clerk and Recorder of said Parish,

who declared that:

Appearer is the owner of that certain subdivision known as BROADMOOR PARK, THIRD FILING, which subdivision is shown in detail by a map described as:

"Final Plat of BROADMOOR PARK, FIRST FILING (Lots 3 thru 14 & 55) Being the Subdivision of the East 36.5 Acres of Tract 'A' of the Partition of the Lands Formerly Belonging to the Heirs of Edward R. Sharp, Lying in Sec. 86, T-7-S, R1-E, East Baton Rouge Parish, La. for Broadmoor Park, Inc." made by Toxie Craft, Civil Engineer, dated Baton Rouge, La., February 19, 1962, as revised February 25, 1963, to show Second Filing; lots 15 thru 30, 34 thru 48, 67 thru 71 & Lots 103, 104 & 2, and further Revised October 15, 1963, to show Third Filing, lots 31 thru 33, 49 thru 65 & lots 72 thru 102,

a copy of which map is attached hereto, made a part hereof, and paraphrased "Ne Varietur" by me, Notary, for identification herewith.

Appearer further declares that it has established and does hereby establish certain building restrictions and conditions for the benefit of all of the lots hereinabove referred to in said Third Filing of Broadmoor Park, to be binding upon and enforceable by the present or future owners of said property, or any part thereof. It is the intention of Appearer to establish these restrictions as servitudes and covenants running with the land.

PART A. RESIDENTIAL AREA RESTRICTIONS

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
2. ARCHITECTURAL CONTROL. 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 on the lot 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 lines unless similarly approved. Approval shall be as provided in PART B.

3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Fourteen Thousand and no/100 (\$14,000.00) Dollars based upon cost levels prevailing on the date these restrictions are recorded, it being the intention and purpose of these restrictions to assure that all dwellings shall be of quality of workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than the following:

- (1) for single-story residence with two bedrooms, 1,250 square feet;
- (2) for single-story residence with three bedrooms, or more, 1,250 square feet;
- (3) for two-story residence, 800 square feet on ground floor.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front than thirty (30) feet, nor nearer to the side property line than eight (8) feet. Carports may be attached to the main dwellings. The maximum building setback line of sixty (60) feet is hereby established. For the purposes of this covenant eaves, steps and open porches shall not be considered part of the buildings, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA. The lots with the dimensions shown on the recorded plat may not be resubdivided, provided, however, that this shall not be construed to prohibit the use of more than one lot as a building site.

6. SERVITUDES. Servitudes for installation and maintenance of utilities, streets and other matters are reserved as shown on the recorded plat.

7. NUISANCES. No noxious or offensive 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.

8. TEMPORARY STRUCTURES. No temporary structure, 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.

9. LIVESTOCK. No livestock shall be kept on the premises.

10. GARAGE APARTMENTS. No garage apartments shall be erected on any lot or used thereon except as a residence for domestic servants to the occupants of the main residential premises.

11. SEWERAGE DISPOSAL. No building shall be used as a residence unless and until there has been constructed such a sewerage disposal plant or septic tank as will meet the requirements of the State and Parish Boards of Health.

12. COMPLETION AND EXTERIOR MATERIALS. No building shall be occupied or used as a dwelling before the exterior has been finished. Wood, when used on the exterior, shall not be considered a finished material until it is covered with paint, varnish or stain. Felt, asphalt shingles, paper, roll siding, imitation brick siding and stone marked asphalt siding shall not be used as an exterior finish material. At least sixty per cent (60%) of exterior finish shall be brick or equal.

PART B. ARCHITECTURAL CONTROL COMMITTEE.

1. MEMBERSHIP. The Architectural Control Committee is composed of Hal McCullough, Bob Wiener and T. J. Hogue of Baton Rouge, Louisiana. Any two members of the committee may designate a representative to act for him. 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 owner of a majority of the lots shall have the power to change, by a duly recorded written instrument, the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURE. 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, specifications and other information have been submitted to it, 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.

PART C. GENERAL PROVISIONS.

1. TERM. These restrictions or covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

2. ENFORCEMENT. Enforcement shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THIS DONE AND SIGNED by Appearer in my Notarial Office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with appearer and me, Notary, on the day and date hereinabove set forth.

WITNESSES:

Sherley G. Kucoin
Sherley G. Kucoin
Lucie G. Daigre
Lucie G. Daigre

BROADMOOR PARK, INC.

By: Joseph F. Gibbens, Jr.
JOSEPH F. GIBBENS, JR., PRESIDENT

FILED FOR RECORD

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HTC.BK FOL
NOTARY PUBLIC

Charles D. Thibaut, Jr.
CHARLES D. THIBAUT, JR.
NOTARY PUBLIC