

DEED RESTRICTIONS

BROADMOOR FOREST

1ST. FILING, LOTS 64 TO 115
192 TO 198

ARCHITECTURAL CONTROL COMMITTEE

WARREN O. WATSON

CARLES W. WILSON

HARVEY H. POSNER

ACT PRESCRIBING RESTRICTIONS AND BUILDING CONDITIONS
WITH RESPECT TO
BROADMOOR FOREST SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 30th day of August, 1966, before me, Charest D. Thibaut, Jr., 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:

-----SOUTHLAND PROPERTY CORPORATION-----

a corporation organized and existing under the laws of the State of Louisiana with its domicile in the Parish of East Baton Rouge in said State, herein represented by Warren O. Watson, its President, hereunto duly authorized,

who declared that said Southland Property Corporation is the owner of all of the sixty-two (62) lots or parcels of ground (bearing Numbers 64 through 115, both inclusive and Numbers 192 through 198, both inclusive) which constitute that certain tract or subdivision which is delineated on a map prepared by Toxic Craft, Civil Engineer, dated July 29, 1966, entitled "Final Plat of Broadmoor Forest Subdivision, First Filing," a blueprint of which map is attached hereto and made a part hereof and paraphrased "Ms Varietur" by me, Notary, for identification herewith; and that

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Southland Property Corporation, has established and it hereby establishes the following restrictions and covenants for the benefit of said property, which restrictions and conditions shall run with the land and shall inure to the benefit of, and shall be binding upon, said Southland Property Corporation, and all of the purchasers, future owners or occupants of any portion thereof, their heirs, successors and assigns, to-wit:

1. All of the lots contained in this subdivision are hereby designated as residential, and they shall be used for none other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height with usual and appropriate outbuildings and a private garage and/or carport to house no less than two (2) nor more than four (4) automobiles. The owner of any two adjoining lots may erect a residence on said two lots, which shall be considered for the purpose of these restrictions as one building lot. No school

church, assembly hall or fraternal group home shall be built or permitted on any lots on said subdivision.

2. The minimum area of residential structures shall be as follows:

- (i) A single story residence shall contain no less than one thousand three hundred fifty (1,350) square feet of living area and no less than one thousand eight hundred fifty (1,850) square feet of horizontal roof area;
- (ii) A one and one half story or two story residence shall contain no less than one thousand eight hundred (1,800) square feet of living area with a minimum of one thousand three hundred (1,300) square feet thereof on the ground floor, and no less than one thousand eight hundred fifty (1,850) square feet of horizontal roof area.

In determining the "living area", open porches, screened porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages and carports shall not be included, but the "horizontal roof area" may include the roofs of these portions of the residence building.

3. (a) No residence or building of any kind shall be located on any lot nearer to the "front lot line" or nearer to the "side street line" than the building line shown on the aforesaid plat of survey of said subdivision. In no event shall any building, including attached garages and/or carports on any lots be located any nearer than thirty (30) feet to the front lines thereof or any nearer than eight (8) feet to the sidelines thereof; and no residence shall be set back more than seventy (70) feet from the front lines of said lots. Notwithstanding any of the foregoing provisions hereof detached garages and/or other permitted accessory buildings may be erected as near as five (5) feet to any side line and as near as ten (10) feet to the rear lot line.

(b) For the purposes of these restrictions 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.

(c) For the purposes of this restriction, eaves and steps shall not be considered as a part of a building, provided, however, that this construction shall not be interpreted to permit any portion of a building to encroach upon another's lot. Nor shall eaves, cornices, buttresses, belt courses, sills and ornamental features project into the minimum side yard more than forty-eight (48") inches.

4. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the aforesaid plat, are dedicated to the perpetual use of the public.

5. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any lot(s) unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure will have been approved in writing by the Architectural Control Committee (hereinafter constituted) as to the quality of workmanship and materials, harmony of exterior design with existing structures, and 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.

6. It is contemplated that the exteriors of all residences shall be of brick masonry or brick masonry veneer. No building or structure shall be constructed of imitation brick, imitation stone or asbestos on the exterior; and said Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable or which in its discretion detracts from the value of the dwelling itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures will not be utilized.

7. The Architectural Control Committee shall be composed of:

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| Warren O. Watson | - | 137 St. Ferdinand Street, Baton Rouge, La. |
| Charles W. Wilson | - | 137 St. Ferdinand Street, Baton Rouge, La. |
| Harvey H. Fosner | - | 137 St. Ferdinand Street, Baton Rouge, La. |

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. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed in connection with the administration of this covenant. At any time the then record owners of a majority of the lots shall have the right and privilege, by executing and recording in the Office of the Clerk and Recorder of the Parish of East Baton Rouge an appropriate 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.

8. 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 will have been submitted to it or, in any event, if no suit to enjoin the construction will have been commenced prior to the completion thereof, the Committee's approval will not be required, and the related covenants shall be deemed to have been fully complied with.

9. No garage apartment shall be erected or permitted on any lots. However, garages with living quarters may be erected for occupancy by servants domestic to the family residing on such lot; but for no other purpose may said garage be used as living quarters.

10. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other out building shall be used as a residence either temporarily or permanently.

11. No commercial business or noxious or offensive trade or activity shall be conducted on 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 a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on other lots.

12. No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5) square feet advertising the property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. However, this limitation shall not apply to the developer of the subdivision.

13. 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 lots. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately.
16. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Committee may, at its discretion, cause the lot(s) to be mowed, and the owner of such lot(s) shall be obligated to pay the cost of such mowing.
17. No house trailers, commercial vehicles, tandem trailers, buses or trucks shall be kept, stored, repaired or maintained on any lot, servitude or right of way in any manner which would detract from the appearance of the subdivision.
18. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
19. 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 are 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 will have been recorded, agreeing to change said covenants in whole or in part.
20. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.

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THUS DONE AND SIGNED in my office in the City of Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and of me, Notary, on the day, month and year first above written.

WITNESSES:

Shirley G. Aucoin
Shirley G. Aucoin
Luna Pearson
Luna Pearson

SOUTHLAND PROPERTY CORPORATION

BY: Warren O. Watson
Warren O. Watson, President

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

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RECORDED IN B.S.
BOOK 1930 PAGE 234
NOTARY PUBLIC
Melvin Engelhorn