

DEED RESTRICTIONS

SHERWOOD FOREST

11TH. FILING, LOTS 1022 TO 1092

ARCHITECTURAL CONTROL COMMITTEE

P. O. DAVIS, JR.

JACK J. HARELSON

THOMAS R. WALKER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

NO. 65-16779

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BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared Sherbrook, Inc., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its President, Jack J. Harelson, being duly authorized to appear and act 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 for East Baton Rouge Parish, Louisiana, who after being duly sworn, did declare that Sherbrook, Inc., is the owner of Seventy-one (71) lots or parcels of ground, bearing numbers one thousand twenty-two (1022) through one ³⁷thousand ninety-two (1092), inclusive, and being designated on the ²⁰²³ final plat of Sherwood Forest Subdivision 11th Filing and being designated as part of the Harrington B. Harelson Tract in Section 75, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana, said subdivision having been laid out by Edward E. Evans, C.E., and said plat dated Baton Rouge, Louisiana, May 2, 1968, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ne Varietur" by me, said Notary, for identification herewith.

Appearer further declared that it has established and does hereby establish certain building restrictions and conditions for the benefit of said property to be binding upon and enforceable by the present or future owners of said lots, it being the intention of appearer to establish these restrictions as servitudes and covenants running with the land and applicable to each of the above described and numbered lots, said restrictions being set out as follows, to-wit:

1. Except as hereinafter provided, all of the lots contained in subdivision are hereby designated as residential lots, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not less than 2 cars and for not more than four (4) cars. All carports or garages must be in the rear of the residence.
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. In no case can a fence extend beyond the front line of the residence.

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3. The minimum requirements for residential structures are set out as follows: (a) For single-story residences 2000 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2450 square feet. (b) For two-story or 1½ story residences, 2400 square feet total of heated living area with a minimum of 1700 square feet of heated living area on the ground floor. The minimum roof area shall be 2100 square feet. The above set out living areas are exclusive of open porches and carports or garages. The above set out roof areas are inclusive of porch, carports, and garage roofs.
 4. No building shall be located on any lot nearer to the front lot line than forty (40) feet, nor nearer to the side property line than ten (10) feet. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. A Maximum building set-back line of sixty (60) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than ten (10) feet to rear lot line. On lots numbered 1036, 1037, 1067 and 1068 no resident, carport, garage or any other type of building or fence shall be erected closer than twenty (20) feet to Woodcliff Drive.
 5. Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on recorded plat.
 6. 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 the same lots.
 7. No sign of any kind shall be displayed to the public view on any lot, except a sign of no more than five (5) square feet advertising this 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, the limitation shall not apply to the developer of the subdivision.
 8. 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, tank, tunnels, mineral excavation or shafts be permitted upon or in any lot. 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.
 9. No house trailers, commercial vehicles 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. No structure of a temporary character, trailer, basement, tent, shack, barn, or other out-building shall be allowed on any lot for a prolonged period of time so as to distract from the appearance of the subdivision.
 10. 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.

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11. 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.
 12. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.
 13. No livestock, animals 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 purposes.
 14. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exteriors. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Residences proposed to be constructed with exteriors of material other than the above are subject to disapproval by the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.
 15. An Architectural Control Committee composed of Jack J. Harelson, P. O. David, Jr. and Thomas R. Walker is hereby authorized and appointed. A majority of the Committee may designate a representative to act for it. In the event of death of any member of the Committee or resignation, the remaining members shall have full authority to designate a successor. Neither the members or the Committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. At any time, after three (3) years, the then record owners of the 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.
 16. 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, or in any event, if no suit to enjoin the construction have 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.
 17. Only underground electric service, constructed and maintained in accordance with Standard Practices of the utility company, will be available for the lots in Sherwood Forest Subdivision 11th Filing, and no above surface electric service wires will be installed outside of any structure. All purchasers of lots understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon and said underground lines shall be subject to ingress and egress by Gulf States Utilities Company, and said lot owners shall ascertain the location of said lines and keep the area over the route of said line free and clear of structures, trees or other obstructions. The utility servitude area dedicated and shown on the recorded map of said Sherwood Forest Subdivision 11th Filing may be cleared and kept clear by a utility of any trees, or protrusions of structures located on adjacent property.
 18. 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 (1) lot for one (1) residence.

- 19. No garage apartments are to be erected or to be used as a residence, except as a residence for domestic servants to the occupants of the main residential premises.

THUS DONE AND SIGNED in my office in Baton, Rouge, Louisiana,
 in the presence of the undersigned competent witnesses, this
 2nd day of May, 1968.

WITNESSES:

Dorothy A. Siffert
Marcia A. Laitman

SHERBROOK, INC.

BY: Jack J. Harelson
 JACK J. HARELSON, President

Holt B. Harrison
 HOLT B. HARRISON, Notary Public

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Melvin Engelman
 SECRETARY CITY OF BATON ROUGE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this 25th day of June, 1968, before me, the undersigned, a Notary Public in and for the Parish and State aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

-BITTNER CORPORATION-

a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, and represented herein by Andrew J. Bittner, its President, being duly authorized 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 this Parish and State, who declared that said Corporation is the owner of Lots 1027, 1057, 1080, 1081, 1072 and 1074 of that subdivision known as Sherwood Forest, 11th Filing;

- P. O. DAVID, INC. -

a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, and represented herein by Paul Owen David, Jr., its President, being duly authorized 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 this Parish and State, who declared that said Corporation is the owner of Lots 1044 and 1059 of that subdivision known as Sherwood Forest, 11th Filing;

-BAKER & DAVID, INC.-

a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, and represented herein by Paul Owen David, Jr., its President, being duly authorized 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 this Parish and State, who declared that said Corporation is the owner of Lot 1054 of that subdivision known as Sherwood Forest, 11th Filing;

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- ANTHONY H. MOORE -

a resident of lawful age of majority of the Parish of East Baton Rouge, State of Louisiana, who declared that he is married to and living with Faith Berdon Moore, born Berdon, in said Parish and State, and who further declared that he is the owner of Lot 1036 of that subdivision known as Sherwood Forest, 11th Filing;

-ALBERT FRANKLIN HINSON-

a resident of lawful age of majority of the Parish of East Baton Rouge, State of Louisiana, who declared that he is married to and living with Donna Gartman Hinson, born Gartman, in said Parish and State, and who further declared that he is the owner of Lot 1076 of that subdivision known as Sherwood Forest, 11th Filing.

WHEREAS, by act passed before Holt B. Harrison, Notary Public, on May 2, 1968, Sherbrook, Inc. established certain restrictions for all of the lots in that subdivision known as Sherwood Forest, 11th Filing, and said restrictions were recorded on June 12, 1968, in Conveyance Book 2023, folio 377, Original 65, Bundle 6779 of the official records of East Baton Rouge Parish, Louisiana

WHEREAS, each of the appearers herein bought the above referred to lots in said Sherwood Forest, 11th Filing, subsequent to the time of the establishment of said restrictions, and were fully familiar with said restrictions, and bought the lots taking cognizance of said restrictions.

WHEREAS, the said Sherbrook, Inc. failed to record the said restrictions prior to the sale of the above referred to lots to appearers herein, and said

restrictions were not recorded until June 12, 1968.

NOW, THEREFORE, in order to make the restrictions in the said Sherwood Forest, 11th Filing, uniform, and for the mutual protection of all of the lots in said subdivision, including the lots acquired by appearers herein, the said appearers herein do hereby ratify and confirm the restrictions recorded on June 12, 1968, in Conveyance Book 2023, folio 377, Original 65, Bundle 6779 of the official records of East Baton Rouge Parish, Louisiana, and do hereby acknowledge that the said restrictions shall be effective and will apply to the said lots owned by appearers herein in the said Sherwood Forest subdivision, 11th Filing, as fully as if they had been recorded prior to the purchase of the same by appearers herein. Appearers do further declare that they have established and do hereby establish those certain building restrictions and conditions, recorded June 12, 1968, in Conveyance Book 2023, folio 377, Original 65, Bundle 6779 of the official records of East Baton Rouge Parish, Louisiana, for the benefit of the said lots owned by each of appearers as set forth hereinabove, said restrictions to be binding upon and enforceable by the present or future owner or owners of said lots, it being the intention of appearers to establish these restrictions as servitudes and covenants running with the land and applicable to each of the above described and numbered lots.

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

WITNESSES:

Priscilla M. Balis
Priscilla M. Balis

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Carolyn M. Bennett
Carolyn M. Bennett

BITTNER CORPORATION

BY: Andrew J. Bittner
Andrew J. Bittner, President

P. O. DAVID, INC.

BY: Paul Owen David, Jr.
Paul Owen David, Jr., President

BAKER & DAVID, INC.

BY: Paul Owen David, Jr.
Paul Owen David, Jr., President

Anthony H. Moore
Anthony H. Moore

Albert Franklin Hinson
Albert Franklin Hinson

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RECORDED PSH. E. B. R.
CON BK 3026 FOL 327
MTG. BK FOR
Geraldine B. Weaver
NOTARY PUBLIC

Geraldine B. Weaver
Geraldine B. Weaver, Notary Public