

AMENDMENT OF THE ACT OF RESTRICTIONS

FOR

EAST SHERWOOD FOREST, SECOND FILING, PART II

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, personally came and appeared the undersigned witnesses to the signatures of the required number of current property owners of East Sherwood Forest, Second Filing, Part II who hereby amend and supplement the Act of Restrictions for East Sherwood Forest, Second Filing, Part II by re-stating those restrictions as recorded at Original 49, Bundle 8671 in the conveyance records of the Clerk of Court of East Baton Rouge Parish to remain in place and by amending and supplementing same. In case of any conflict or ambiguity on record, these amendments shall control.

The property owned is lot number Fifty-nine (59), certain lots of parcels of ground, together with all buildings and improvements thereon, situated in that subdivision of the parish of EBR, state of Louisiana, known as EAST SHERWOOD FOREST, SECOND FILING, PART II, and designated on the official plan thereof made by *Edward E. Evans and Associates, Inc., Civil Engineers*, dated Baton Rouge, Louisiana, April 2, 1964, on file and of record in the office of the clerk and recorder of the parish of East Baton Rouge as original 49, bundle 8671, and designated as lots One Hundred Sixty-nine (169), through Two Hundred Twenty-seven (227), both inclusive, each of said lots having the dimensions and measurements and being subject to the servitudes as shown on said map.

The Sherwood Forest Citizens Association, Inc. was incorporated on April 23, 1959 and formerly named Sherwood Citizens Association Inc until October 10, 1972, when it registered its present corporation name change. The corporation's charter is recorded in the records of the Louisiana Secretary of State's office as number 02705060N, the Sherwood Forest Citizens Association, Inc., and is the only homeowners or civic association or its successors referred to herein with the authority to enforce these restrictions, in addition to the property owners.

The required percentage of the current property owners hereby adopt the following amendments and carry forward existing restrictions that are renumbered or restated to read as follows in their entirety:

1. All of the lots contained in this subdivision are hereby designated as single-family residential lots for single-family residential use 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 stories in height and a private garage for not less than two (2) cars nor more than three (3) cars. Single family residence is hereby defined as one or more persons related by blood, marriage, adoption, living together and occupying a single household unit, with single culinary facilities or not more than two (2) persons (providing the owners live on the premises) living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a non-profit cost sharing basis.
2. It is prohibited for any lot covered by these restrictions from being utilized for any fraternity or sorority house, group home, criminal or drug rehabilitation facility, or for the operation of any business or commercial enterprise that would employ any individuals on said property or that

involves customers or clients arriving or departing from said premises or shipments of supplies or goods.

3. No lot or lots shall be sold except with the description shown on the official plat of the said subdivision except as outlined hereinabove. No school, church, assembly hall, group home, halfway house or senior citizens' home shall be built or permitted on any lots of said subdivision.
4. No building, structure, fence, or improvement of any kind 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 board of directors 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. Any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick, stone or stucco (asbestos siding, cedar shake, concrete block or PRE-FABRICATED construction being specifically prohibited) and not more than twenty percent (20%) of the exterior, in the discretion of the Board of Directors, may be trimmed in wood or other acceptable materials. Accessory buildings are allowed in the rear yard but may not occupy more than 30 percent of that area. No accessory building or structure may exceed one story, deemed to be thirteen feet (13') in height. No building may be located nearer than ten feet (10') of the side property line nor nearer than fifteen feet (15') of the rear property line. 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.
5. No building shall be located on any lot nearer to the front lot line than Thirty (30) feet, nor nearer to the side property line than eight (8) feet. Carports may be attached to the main dwelling. For the purposes 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, and provided, however, that this shall not be construed to include the garage.
6. A maximum building set-back line of sixty feet (60') is hereby established.
7. Detached garages/carports or accessory buildings shall not be erected closer than eight feet (8') to any side line nor nearer than eight feet (8') to the rear lot line. Eaves on such garages or accessory buildings shall not extend over the property lines.
8. There shall be a minimum of 1,500 square feet of living area in each house, which shall be exclusive of open porches, garages, carports or storage areas attached to the garage or carport. In the event that the building to be erected shall contain more than one story, then in that event a minimum of 900 square feet of enclosed living area is required on the first or ground floor.
9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
10. No noxious or offensive trade or activity shall be conducted on any lot or from any residence; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. No fence shall be erected on any lot beyond the front building setback line of that lot. No chain-link fence may be erected where it would face the street. No air conditioning unit may be placed or installed between the front of a residence and the street. Window air conditioning

units in public view from the street are prohibited. No antenna, mast, tower, pole, wire, aerial, satellite dish or other similar item is permitted to be affixed to or installed in the front or side of any residence and no ornament, statute, fountain, waterfall, athletic equipment, or similar item over three feet (3') tall or any item with any type of flashing and/or blinking light or lights may be erected in the front or side yard for more than 30 days within any 365-day period. A maximum of one satellite dish is permitted per residence.

12. No commercial business is allowed on any lot or at any residence other than a home office from which no clients or customers or sales persons are received, and to which no employee comes or construction, manufacturing, or repair exists.
13. No commercial or advertising signs for business purposes shall be displayed to the public view on any lots. This includes signs or logos on vehicles or equipment. However, signs that are displayed for non-commercial purposes, including but not limited to signs advertising the home for sale or rent, political signs, security signs, new baby signs, birthday signs, and school signs are acceptable. All signs shall be no larger than four square feet. A small (less than four square feet) garage sale sign shall be permitted only on the day of the sale. Recreational equipment such as, but not limited to, portable basketball hoops, skateboard ramps, volleyball nets, soccer nets, tetherball poles, barbeque pits, stoves, hammocks, pools, playsets, and toys shall not be in public view when not in use.
14. Every lease of property within this filing shall be in writing and shall provide that the lessee shall be subject in all respects to the provisions of these restrictions, the Articles of Incorporation and By-laws of the Sherwood Forest Citizens Association, Inc., and that any failure by the tenant to comply with any of the terms of the foregoing documents and restrictions shall be a default of the lease and shall subject the lessee or tenant to direct action by the Sherwood Forest Citizens Association, Inc. or property owners.
15. 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.
16. No garage apartments are to be erected or to be used as residences. No carport or garage is to be converted to become an enclosed living area without the written approval of the Sherwood Forest Citizens Association, Inc.
17. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed on any lot at anytime as a residence either temporarily or permanently.
18. No building or structure shall be constructed using imitation brick siding on the exterior.
19. Building materials and equipment shall not be placed or stored on any lot except during actual constructions of a residence or other building. Portable storage containers (PODs, etc.) or dumpsters shall not be allowed on the lot longer than an 18-month period, unless there is good cause shown to allow an extension of said period. Portable storage containers shall be placed on a lot only in conjunction with renovations, constructions or repair. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, to include excessive items stored in any carport over an extended period longer than 30 days. Upon completion of a residence or structure, or repairs thereto, all debris shall be removed from the premises immediately. Garden compost may be kept in quantities required by one household only,

provided it is not visible from the street upon which the front of the dwelling faces and is kept free from obnoxious odors or insects.

20. No lot shall contain conditions on or affecting the premises which are hazardous to the health, safety or welfare of the public, and/or conditions which are detrimental to property values or to the quality of the environment, or detract from the general appearance of the neighborhood. Such conditions may include, but are not limited to, the following: accumulation of junk, trash, garbage, litter, refuse, rubbish, appliances, debris, combustible materials, or inoperable or dismantled or partially dismantled vehicles or any vehicle in need of repair which has been stored on any lot longer than 30 days; illegal dumping; noxious weeds; overgrown landscaping and vegetation; infestation of insects; vermin or rodents; animals running at large; dilapidated structures, including those in need of painting or repair; abandoned adjudicated properties; criminal violations; weed liens; zoning violations; health code violations; and other conditions which are hazardous to public health, safety or welfare.
21. Garbage containers must be screened from front street view except on garbage pick-up day and the evening prior. Recreational equipment may not be placed in any front yard for more than two consecutive days. Recreational equipment includes but is not limited to trampolines, pools, volleyball nets, and basketball goals.
22. No boats, vehicles, buses, campers, four wheelers, recreational vehicles, boat trailers, or trailers of any kind or parts or appurtenances thereof shall be kept, stored, repaired or maintained in the front or side yards of any residence, or in the back yard of any residence unless in an enclosed structure meeting the requirements herein, or on any street. No boats, buses, campers, four wheelers, recreational vehicles, boat trailers, or trailers of any kind or parts or appurtenances thereof shall be kept, stored, or parked on the portion of any driveway between the front setback line and the street or where visible from the street or adjacent lots. Exception for temporary parking such as special events, construction, home repairs, and/or guest will be allowed but not to exceed a (48) forty-eight hour period. Other exceptions are subject to board approval.
23. No wheeled vehicle, including but not limited to cargo or cargo-type trucks, utility trailers, horse trailers, recreational trailers, recreational vehicles, trucks, or industrial equipment, taller than seven (7') feet, wider than seven (7') feet, or longer than twenty (20') feet, shall be parked or stored on any lot. Exception for temporary parking such as special events, construction, home repairs, and/or guest will be allowed but not to exceed a (48) forty-eight hour period. Other exceptions are subject to board approval.
24. Driveways shall be constructed in accordance with the rules set by the Baton Rouge City-Parish Unified Development Code. However, asphalt may not be used to construct driveways. Primary driveways shall be constructed of concrete material or pavers. Additional parking shall be connected to a public street or alley by an aisle and/or driveway and shall be constructed of dust-free paving. Paved surfaces in the front of any residence may not exceed twenty-five percent (25%) of the total front yard area. Rock, stone, gravel, or similar material may not exceed 10% of the total front and side yard area.
25. No lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes and a non-commercial garden for use by a single household may be located solely in the back yard.

26. Any undeveloped lot shall be mowed and kept free of noxious weeds to the same extent and as frequently as adjacent lots and shall be compatible with the appearance of the lots in the subdivision.
27. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other customary household domestic pets are permitted; provided further, that such permissible pets are not kept, bred or maintained for any commercial purposes, or in such numbers or conditions as may be noxious or offensive or create a nuisance to other property owners in the subdivision or fail to comply with local ordinances to the extent they become a nuisance or annoyance to the neighbors.
28. All exterior constructions, additions and improvements to property must be completed within 18 months of the granting of any required permit or approval of the Sherwood Forest Citizens Association, Inc. Failure to commence any plans so submitted within the allowed time shall require resubmission of plans to the Board of Directors. Any non-asphalt shingled roof must be approved by the Board of Directors of the Sherwood Forest Citizens Association, Inc. No aluminum carport covers are allowed on the front or side of a residence.
29. Property owners shall maintain property and all improvements on any lot in good repair and in a neat and orderly manner, including but not limited to exterior painting, mildew removal, siding, trim, and roofing, as well as appropriately maintained and trimmed landscaping and mowed lawns commensurate with other well-maintained property in the subdivision, for the purpose of exhibiting harmony throughout the subdivision and enhancing the general appearance of the general plan of development to maintain the property values therein.
30. An un-maintained lawn or lot is defined herein as being a lawn with weeds or grass which has reached a height of nine (9) inches above grade over any portion and/or weeds or grass which has grown at least one inch over the edge of a sidewalk, walk, driveway, and/or street over any portion (i.e. would constitute the need for 'edging'), or excessive objects on the lawn that creates an unsightly appearance, including but not limited to trash cans, trash, junk, and debris in the yard. In the event that any property owner fails to correct the situation within 10 days of notice from the Sherwood Forest Citizens Association, Inc. to the address of the property owner living on the property or, if an absentee owner, to the address of the owner as listed by the tax assessor of East Baton Rouge Parish, then the Sherwood Forest Citizens Association, Inc. shall have the right to enter upon any lot or property and cause the lot to be mowed and/or cleaned up. Sherwood Forest Citizens Association, Inc. shall be entitled to file a lien against the property for the actual cost incurred, and take further legal action to collect all costs incurred, which shall include the cost of appropriate attorney fees and court costs to record said lien and to collect said costs.
31. Unenclosed garages, carports, and driveways visible from the street shall be maintained free of clutter, including trash, furniture, tools, equipment, disabled vehicles, and other items to the extent that such causes an unsightly appearance or to the extent it creates a potential hazard or enticement for third parties, including but not limited to children, to trespass on the property at their peril.
32. Window coverings specifically cannot be paint, foil, reflective material, newspaper, paper, cardboard, bedding, a sheet, a blanket, or similar or non-traditional materials. In case of

damage, covering such as wood is allowed for up to 30 days. In case of new purchase, paper is allowed for up to 30 days from closing date.

33. Residents and/or tenants of property owners must consult with adjacent neighbors and Baton Rouge City-Parish drainage engineers before attempting to change the elevation of their property through methods that include, but are not limited to, placing fill material on the property, such as dirt or sand. The proposed fill material must not adversely impact the surrounding neighbors in any manner and it must not create drainage and flooding issues for any portion of the subdivision.
34. Residents may not have garage sales in excess of three per year.
35. It is the intent of the property owners that the board members of the Sherwood Forest Citizens Association, Inc. shall be protected from liability to the fullest extent of Louisiana law of non-profit homeowner's associations for their lawful, good faith actions in fulfilling their duties to act in the best interest of the corporation and its members as a whole, and said members shall be entitled to the full limitations of liability afforded non-paid board members of non-profit homeowner's associations.
36. The authority of the Architectural Control Committee granted in the original restrictions to certain named individuals is hereby transferred to the Board of Directors of the Sherwood Forest Citizens Association, Inc., which is hereby appointed to perform the functions of the Architectural Control Committee so granted. The Board of Directors may delegate such duties to a committee to serve for such terms and on such conditions as the Board may designate. The approval or disapproval of the Board of Directors, or its designated representative(s), of construction or improvements shall be based, at a minimum, on the requirements in these covenants, including but not limited to the harmony in material and general appearance of the construction or improvements with existing structures in this filing. The approval or disapproval shall be in writing. In the event the Board, or its designated representative(s), fails to approve or disapprove in writing within 45 days after plans and specifications have been submitted to it, approval will not be required. However, such approval by default shall not authorize the violation of any specific restriction set forth herein, such as building and fencing setback lines or harmony in material and general appearance. Failure to obtain approval may require modifications or removal of any work or improvement at homeowner expense.
37. All exterior paint colors must be approved by the Board of Directors of Sherwood Forest Citizens Association, Inc.
38. No building, modification, or addition to any lot shall be erected, placed or altered on any lot until the constructions plans, specifications and plan showing the location of the structure, including fence lines, have been submitted to and approved by the Board of Directors, as to location with respect to topography, finished grade elevation, material, and harmony of appearance with other structures in the filing. Notwithstanding the foregoing, no fence or wall that restricts entry to property shall be erected, placed or altered on any lot closer to any street than the location of the front of house.
39. These covenants, building restrictions, and amendments are to run with the land, and shall be binding on all property owners and lots in EAST SHERWOOD FOREST, Second Filing, Part II for a period of 10 years from the recordation date of these amendments, after which time said covenants shall be automatically extended for successive periods of 10 years, unless the

majority of the lot owners have signified their approval in writing to the Sherwood Forest Citizens Association, Inc. to amend, terminate, modify or change said covenants in whole or in part, whether to make the same, more onerous or less onerous, and, in response thereto, the Sherwood Forest Citizens Association, Inc. has caused said amendments to be recorded timely in accordance with the requirements stated herein. Notwithstanding the above time restraints on amendments, seventy-five percent (75%) of the residents can amend these restrictions following ninety (90) days written notice to the Sherwood Forest Citizens Association, Inc. who shall prepare such amendments and record the same as directed.

40. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Sherwood Forest Citizens Association, Inc., or any property owner subject to these restrictions shall be entitled to enforce these restrictions and covenants and recover the actual attorney fees, expert witness fees, and costs of any litigation incurred, which shall be assessed against any property owner(s) adjudged in violation of any restrictions set forth herein.

41. The original restrictions and these amendments are predial servitudes, and as protective covenants and building restrictions affect all of the above designated lots in favor of each lot and the Sherwood Forest Citizens Association, Inc. which is hereby and herein granted rights of enforcement in addition to each lot owner affected thereby, and are binding on the owner, purchaser, heirs, legatees, and assigns as well as any occupant or tenant of the property or lots designated.

42. 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.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the dates set forth in the presences of the witnesses subscribed thereto by the owners of the lots designated.

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