

DEED RESTRICTIONS

SHERWOOD FOREST

13TH. FILINGS, LOTS 1176 TO 1316

ARCHITECTURAL CONTROL COMMITTEE

? AVANTS

JACK HARELSON

HOLT HARRISON

JAMES BYRON STRINGER

13th FILING Lot # 1301

DONALD F. BROWN 272-3011

13154

TODAY 7/8/15

WANTS TO BUILD A 20x20 ALUM.
CARPORT

Article #

Bldg. Restriction

4. Detached garage ≥ 5' to side line
≥ 10' to rear &
≥ 30' to front &

3. 2 car min.

11. Covenants in effect still

14. Exterior to be predominant masonry or mason veneer. Only Arch. Committee can approve otherwise.

18. U.G. Electric service i.e., no overhead wire to attached carport

1. Garage/Carport not more than 3 cars

8/27/07 - Donald Brown agreed not to build it as aluminum. Probably would not do anything, but may build of wood.

- Bob Spillman said One does not notify civic assoc. & Not responsible for enforcing deck restriction.
- Permit applic. & actual permit were not avail on land.

C

15 7186

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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 WEST SHERWOOD FOREST, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its Vice President Lonita S. Sharp, duly authorized; HARRISON & PARNELL, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its Vice President, Elmira Ann H. Parnell, duly authorized; SHERWOOD ENTERPRISES, INC., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its President, Jack J. Harelson, duly authorized; TRUDY LUCILE AVANTS and FRANCES A. STRINGER, both residents of the Parish of East Baton Rouge, Louisiana; who after being duly

sworn, did declare that they are the owners of One hundred forty one (141) lots or parcels of ground, bearing numbers one thousand one hundred seventy six (1176) through one thousand three hundred sixteen (1316) and two (2) tracts of ground known as Tract "A" and "B", inclusive, and being designated on the final plat of Sherwood Forest Subdivision, Thirteenth Filing, located in Section 75, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana, said subdivision having been laid out by Edward E. Evans and Associates, Inc., Civil Engineer, dated Baton Rouge, Louisiana, November 7, 1969, 1969, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "He Varietur" by me, Notary, for identification herewith.

Appearers further declare that they have established and do hereby establish certain building restrictions and conditions for the benefit of said property to be binding upon and enforceable by the present and/or future owners of said lots, it being the intention of appearer to establish these restrictions being set out as follows, to-wit:

1. Except as hereinafter provided, all of the lots contained in this 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 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 set-back line unless approved.
3. The minimum requirements for residential structures are set out as follows:
 - (a) For single story residence 1800 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2250 square feet.
 - (b) For two story or 1 1/2 story residences 2100 square feet total of heated living area with a minimum of 1200 square feet of heated living area on the ground floor. The minimum roof area shall be 1600 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 porches, carports and/or garages' roofs. No carport or garage shall be erected unless said carport or garage is constructed large enough to contain a minimum of two (2) automobiles.

4. No building shall be located on any lot nearer to the front lot line than thirty feet (30'), nor nearer to the side property line than eight feet (8'), however, with respect to some corner lots as shown on the final plat for Sherwood Forest Subdivision, Thirteenth Filing, a building may be set back fifteen feet (15') from the property line. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than five feet (5'). For the purposes of this covenant, eaves, stens, and open porches shall not be considered as part of the building. A maximum building set back line of fifty feet (50') is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five feet (5') to any side line or closer than ten feet (10') to rear lot line.

No building shall be set back from the property line the same distance as a building on an adjoining lot. Each building must vary at least five feet (5') from the building adjoining it.

5. Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on the recorded plat.
6. No 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 lot 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 one 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 corporation, 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 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 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 building materials and no building equipment of any kind may be placed or stored on any other 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.

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 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 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.
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 materials 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 Holt D. Harrison, Mack Avants, James Byron Stringer, and Jack Harelson are hereby authorized and 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 of the Committee 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 to this covenant. At any time, after five (5) years from the date these restrictions are signed, the then recorded 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 disapprovals required of 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 covenant shall be deemed to have been fully complied with.
17. Tracts 'A' and 'B', fronting East on Flannery Road, are hereby designated for multi-family dwellings including apartments, duplexes, four-plexes, townhouses or any other multi-family type dwellings, and none of the other restrictions mentioned in this instrument shall apply to said tracts; unless said tracts are used for single family residential purposes, then the other restrictions shall apply.

Nothing contained in the above statement shall be construed to prohibit the subdivision of these tracts and/or their use for churches or schools, and none of the other restrictions mentioned in this instrument shall apply to said tracts, if these tracts are used for churches or schools.

18. Only underground electric service, constructed and maintained in accordance with Standard Service Practices of the Utility Company will be available for the lots in Sherwood Forest Subdivision, Thirteenth Filing, and no above surface electric wires shall be installed outside of any structures. 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 lines 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, Thirteenth Filing may be cleared and kept clear by any utility of any trees, bushes, and other growth, including any overhanging branches of trees, or protrusions of structures located on adjacent property.
19. These covenants prohibit the resubdivision of lots from any dimension 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.

20. 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 7th day of November, 1969.

WITNESSES:

[Signature]
Dorothy I. Gilbert

WEST SHEPWOOD FOREST, INC.

BY: [Signature]
LORITA S. SHAPP, Vice President

HARRISON & PARNELL, INC.

BY: [Signature]
ELPIDA ANN H. PARNELL, Vice President

SHEPWOOD ENTERPRISES, INC.

BY: [Signature]
JACK J. HARELSON, President

[Signature]
TRUDY LUCILE AVANTS

[Signature]
FRANCES A. STRINGER

[Signature]
JAMES RYMON STRINGER, appearing here-
in to aid and authorize his wife.

[Signature]
HOLT B. HARRISON, Notary Public

FILE 160

Nov 17 2 27 PM '69

2095 662

Mary M James

ACT PRESCRIBING RESTRICTIONS AND BUILDING CONDITIONS
WITH RESPECT TO
SHERWOOD FOREST SUBDIVISION, THIRTEENTH FILING

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 2nd day of February, 1968, BEFORE ME, ALTON J. REINE, 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 its duly authorized and undersigned officer

who declared that Southland Property Corporation is the owner of all of the seventy-seven (77) lots or parcels of ground (bearing Numbers 116 through 191, both inclusive and Number 170-A) which constitute that certain tract or subdivision which is delineated on a map prepared by Toxic Craft, Civil Engineer, dated Baton Rouge, La. June 23, 1967 entitled "Final Plat of Sherwood Forest Subdivision, Thirteenth Filing", as revised on August 11, 1967 and February 2, 1968, a blueprint of which map is attached hereto and made a part hereof and paraphred "Ne Varietur" by me, Notary, for identification herewith; and that

559
2002

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 three bedroom residence shall contain no less than one thousand, eight hundred (1,800) square feet of living area and no less than two thousand, three hundred (2,300) square feet of horizontal roof area:
- (ii) A single story four bedroom residence shall contain no less than two thousand (2,000) square feet of living area and no less than two thousand, five hundred (2,500) square feet of horizontal roof area;
- (iii) A one and one-half story or two story residence shall contain no less than two thousand, one hundred (2,100) square feet of living area with a minimum of one thousand, six hundred (1,600) square feet thereof on the ground floor, and no less than two thousand, one hundred (2,100) 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 purpose 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:

Warren O. Watson	-	137 St. Ferdinand Street Baton Rouge, Louisiana
Charles W. Wilson	-	137 St. Ferdinand Street Baton Rouge, Louisiana
Harvey H. Posner	-	137 St. Ferdinand Street Baton Rouge, Louisiana

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.

561

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.

562

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
Janet S. Smith
Janet S. Smith

SOUTHLAND PROPERTY CORPORATION

By: *Warren O. Watson*
Warren O. Watson, President

FILED FOR RECORD

FEB 2 11 34 AM '68

Alton G. Reine, Jr.
ALTON G. REINE, JR.
NOTARY PUBLIC

RECORDED PSH E. & R.
CON BK 2002 FOL 559
MTC BK FOL
Saraty M. King

C

ACT PRESCRIBING RESTRICTIONS AND BUILDING CONDITIONS
WITH RESPECT TO
SHERWOOD FOREST SUBDIVISION, THIRTEENTH FILING

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 2nd day of February, 1968, BEFORE ME, ALTON J. REINE, 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 its duly authorized and undersigned officer

who declared that Southland Property Corporation is the owner of all of the seventy-seven (77) lots or parcels of ground (bearing Numbers 116 through 191, both inclusive and Number 170-A) which constitute that certain tract or subdivision which is delineated on a map prepared by Toxie Craft, Civil Engineer, dated Baton Rouge, La. June 23, 1967 entitled "Final Plat of Sherwood Forest Subdivision, Thirteenth Filing", as revised on August 11, 1967 and February 2, 1968, a blueprint of which map is attached hereto and made a part hereof and paraphrased "Ne Varietur" by me, Notary, for identification herewith; and that

559
2002

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 three bedroom residence shall contain no less than one thousand, eight hundred (1,800) square feet of living area and no less than two thousand, three hundred (2,300) square feet of horizontal roof area;
- (ii) A single story four bedroom residence shall contain no less than two thousand (2,000) square feet of living area and no less than two thousand, five hundred (2,500) square feet of horizontal roof area;
- (iii) A one and one-half story or two story residence shall contain no less than two thousand, one hundred (2,100) square feet of living area with a minimum of one thousand, six hundred (1,600) square feet thereof on the ground floor, and no less than two thousand, one hundred (2,100) 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 purpose 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 year 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 (all 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:

Warren O. Watson	-	137 St. Ferdinand Street Baton Rouge, Louisiana
Charles W. Wilson	-	137 St. Ferdinand Street Baton Rouge, Louisiana
Harvey H. Posner	-	137 St. Ferdinand Street Baton Rouge, Louisiana

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.

561

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.

562

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

Janet S. Smith
Janet S. Smith

SOUTHLAND PROPERTY CORPORATION

By: *Warren O. Watson*
Warren O. Watson, President

FILED FOR RECORD

FEB 2 11 34 AM '68

RECORDED 559 F. & R.
CONBK 2002 FOL 559
MTC BK FOL
Barth M. King
NOTARY PUBLIC & RECORDERS

Alton J. Reine, Jr.
ALTON J. REINE, JR.
NOTARY PUBLIC