

DEED RESTRICTIONS

SHERWOOD FOREST

18TH. FILING, LOTS 1704 TO 1753

ARCHITECTURAL CONTROL COMMITTEE

P. O. DAVIS, JR.

JACK J. HARELSON

THOMAS R. WALKER

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:

-----FAIRHAVEN, 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 Jack J. Harelson, 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, after being duly sworn, did declare:

That FAIRHAVEN, INC., is the owner of fifty (50) lots or parcels of ground, bearing numbers One Thousand Seven Hundred Four (1704) through One Thousand Seven Hundred Fifty Three (1753), inclusive, and being designated on the Final Plat of Sherwood Forest Subdivision, Eighteenth Filing, and designated as part of Section 75 and 38, 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 & Assoc., Inc., Consulting Engineers, and said plat dated Baton Rouge, Louisiana, May 27, 1976, a copy of which is attached hereto and made a part hereof (Filed separately)

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. 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 stories in height and a private garage or carport for not less than 2 cars and for not more than 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

623

624

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.

- 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 one and one-half 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.
 - (c) For full two-story residences, 1400 square feet of heated living area on each floor. The minimum roof area shall be 1850 square feet.

625
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 line than that building line as shown on the plat plan nor nearer to the side property line than eight (8) feet. For the purpose of this covenant, eaves and steps and open porches shall not be considered as part of the building. Detached garages and/or accessory buildings shall not be erected closer than eight (8) feet to rear lot line.
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 advertised 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.
- 626
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, or commercial vehicles 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, tent, shack, barn or other out-building shall be allowed on any lot for a prolonged period of time so as to detract from the appearance of the subdivision.

- 627
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.
 11. 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.
 12. 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. Residence 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.
 13. 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.
 14. 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 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.
 15. 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, Eighteenth Filing, and no above surface electric service wires will be installed outside of any structure. All purchasers of lots understand and agree that the 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 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, Eighteenth Filing, may be cleared and kept clear by the utility company of any trees, or protrusions of structures located on adjacent property.
- 628

16. 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 for one residence.
17. 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.
18. 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.
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.

629

THUS DONE AND SIGNED in my office in the City of Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, this
14th day of June, 1976.

WITNESSES:

FAIRHAVEN, INC.

Joseph Anne D'Amondour
Monna Diller

By: Jack J. Harrison
 Jack J. Harrison, President

Quentin A. Edwards
 NOTARY PUBLIC

630

FILED FOR RECORD
 JUN 11 11 15 AM '76
 2509 623
 INFO. BY: FOL
Melvin M. Engelhard