

DEED RESTRICTIONS

SHERWOOD FOREST

4<sup>TH</sup>. FILING, LOTS 391 TO 420

ARCHITECTURAL CONTROL COMMITTEE

W. D. LLOYD

LEWIS P. MANSON

H. C. MURPHY

GEORGE R. THOMPSON

61 4530

Recorded October 28, 1959  
@ 10:35 M. o'clock as  
Original       , Bundle

RESTRICTIONS - SHERWOOD FOREST SUBDIVISION  
FOURTH FILING

FILED FOR RECORD  
AT 10:35 O'CLOCK MM

OCT 28 1959

*[Signature]*  
BY CLERK and RECORDERY

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared;

----- H. BAUCUM PARKER, SR. -----

duly authorized President of Robin Hood, Inc., a private corporation organized under the laws of the State of Louisiana and domiciled in East Baton Rouge Parish thereof, who declared that the said corporation is the owner of 30 lots bearing Numbers Three Hundred Ninety-one (391) through Four Hundred Twenty (420), inclusive, in that subdivision known as Sherwood Forest Subdivision, Fourth Filing, and being a portion of the J. C. Murphy Tract located in Sections 7, 18 and 37, 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, Civil Engineer, and dated Baton Rouge, Louisiana, June 22, 1959, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ne Varietur" by me, Notary, to identify it herewith.

The 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 or future owners of said property or any part thereof. It being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

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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 lots other than one (1) 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, nor less than two (2) 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 has 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 unless similarly approved.

3. The minimum requirements for residential structures are set out as follows: (a) For single-story resident 1600 square feet of living area. The minimum requirements for the horizontal roof area shall be 2100 square feet. (b) For two-story residence 2100 square feet total of living area with a minimum of 1600 square feet of living area on the ground floor. The minimum roof area shall be 2100 square feet.

The above set out living area are exclusive of open porches and carports or garages. The above set out roof areas are exclusive of eave or overhang, but are inclusive of porch, carport and/or attached garage roofs.

4. No building shall be located on any lot nearer to any street property line than thirty (30) feet nor nearer to the side property line than eight (8) feet. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than eight (8) feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building. A maximum building set-back line of fifty (50) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than eight (8) feet to any side line. On corner lots, no building shall be erected closer than thirty (30) feet to the side street property line. Detached garages and/or accessory buildings shall not be erected closer than ten (10) feet to rear lot line.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
7. 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.
8. No garage apartments are to be erected or to be used as residence except as a residence for domestic servants to the occupants of the main residential premises.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. No livestock shall be kept on said premises.
11. No fence or wall shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than the front line of the residence.
12. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exterior. Residences and accessory buildings shall be constructed with exteriors of not less than 80% brick, brick veneer or approved masonry or approved 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.
13. Lot owners shall keep lots mowed and free of obnoxious weeds. If owners do not keep lots mowed, it shall be the duty of the architectural control committee to have lots mowed and the respective owners of the lots shall be obligated to pay the cost of such mowing.
14. An architectural control committee composed of Lewis P. Manson, George R. Thompson, W. D. Lloyd and J. C. Murphy is hereby 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 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 pursuant to this covenant. At any time, the then record owners of a 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.
15. 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 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.
16. 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 has been recorded, agreeing to change said covenants in whole or in part.
17. Enforcement 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.
18. 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.

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THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 18 day of Sept, 1959.

WITNESSES:  
Mildred Cobb

ROBIN HOOD, INC.  
BY: H. B. Roberts

John B. Nealy

Calvin B. Post  
NOTARY PUBLIC