

DEED RESTRICTIONS

WEST SHERWOOD FOREST

1<sup>ST</sup>. FILING, LOTS 1 TO 36

ARCHITECTURAL CONTROL COMMITTEE

GEORGE THOMPSON

L. P. MANSON

HOLT HARRISON

FRANK DEFRANCIS

RAYMOND POST

W. BENTON HARELSON

WALTER LLOYD

JIM SMITH

W. R. JONES

273-9667  
344-0633  
Kenny Hooks

WEST SF

Orig. 19 B.C. 3768  
1251-286

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, 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 HOLT T. HARRISON, married to and living with Elmira Harelson, a resident of lawful age of the Parish of East Baton Rouge, Louisiana, who, after being duly sworn, did declare that he is the owner of thirty-six (36) lots or parcels of ground, bearing numbers one (1) through thirty-six (36), inclusive, and being designated on the final plat of West Sherwood Forest Subdivision, and being the subdivision of a portion of the Holt T. Harrison property in Section 12, Township 7 South, Range 1 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 dated Baton Rouge, Louisiana, May 12, 1956, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ee Varietur" by me, said Notary, for identification herewith.

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1251

Appearer further declared that he 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 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) detached single family dwelling not to exceed two and one-half stories in height and a private garage 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 setback line unless similarly approved.
3. The minimum requirements for residential structures is set out as follows: (a) For single-story residence 1250 square feet of living area. The minimum requirements for the horizontal roof area shall be 1750 square feet.  
(b) For two-story residence 1800 square feet total of living area with a minimum of 1250 square feet of living area on the

②

ground floor. The minimum roof area shall be 1750 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, carport and/or garage roofs.

40'



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. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than five (5) feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a 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 five (5) feet to any sideline or 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.

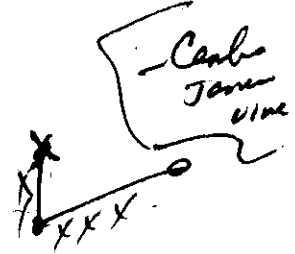
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

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.

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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.



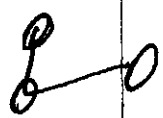
10. No livestock shall be kept on said premises.

11. No fence shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than forty (40) feet.

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12. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exterior. 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.

13. An Architectural control committee composed of George R. Thompson, L. P. Manson, Holt T. Harrison, Frank DeFrancis, Raymond Post, W. Benton Havelson, Walker Lloyd, Jim Smith and W. B. Jones 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 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 approval or disapproval as required in these covenants shall be final. 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 has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully

complied with.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 16<sup>th</sup> day of July, 1956.

WITNESSES:

Samuel Deane

Norman R. Abbott

Holt T. Harrison

Holt T. Harrison.

A. Gordon Kean, Jr.

A. Gordon Kean, Jr.,  
Notary Public.

FILED FOR RECORD  
AT 12:50 O'CLOCK P M  
JUL 17 1956

Billie Harper  
BY CLERK AND REC'D

298  
1251

Only recorded in Book No. 1251  
Folio 286 of the Conveyance  
Records of the Parish of East Baton  
Rouge, La. July 17  
in 12:50 o'clock P M.

Raymond H. Hines  
BY CLERK & REC'D

273-9667  
344-0633  
Kenny Hooks

Orig. 19 B.C. 3768  
1251-286

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

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-Carle  
Jones  
vine  
XXX

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complied with.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 16<sup>th</sup> day of July, 1956.

WITNESSES:

Gene Allen

Holt T. Harrison

Holt T. Harrison.

Norman R. Abbott

A. Gordon Kean, Jr.

A. Gordon Kean, Jr.,  
Notary Public.

FILED FOR RECORD  
AT 12:50 O'CLOCK P  
JUL 17 1956

Billie Harper  
BY CLERK AND RECORDS

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Duly recorded in Book No. 1251  
Folio 286 of the Conveyance  
Records of the Parish of East Baton  
Rouge, La. July 17  
in 12:50 o'clock P

Norman H. Hines  
BY CLERK & RECORDS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

KIMIRA HARELSON HARRISON,  
ANN HARRISON PARNELL, born Harrison,  
HOLT HARRISON,  
JOE PERAGINE,  
PETER PERAGINE, and  
MISS ANGELINA PERAGINE,

all residents of lawful age of the Parish of East Baton Rouge, Louisiana, who, after being by me first duly sworn, did depose and say that each of them owns either a part of, one, or more than one of the following described property:

LOTS NUMBERS TWO (2), THREE (3), FOUR (4) and SIX (6) of that subdivision of the Parish of East Baton Rouge, Louisiana, known as WEST SHERWOOD FOREST.

That the parties hereto hereby affirm, ratify and reimpose those restrictions of record in Original 19, Bundle 3768, of the Notarial Records of the Parish of East Baton Rouge, Louisiana, and agree that the said restrictions will be binding and effective as to the above lots.

1176  
1613

The parties further agree that the map of the said subdivision recorded in Original 19, Bundle 3768 of the Notarial Records of the Parish will be effective as to the said above lots and that all servitudes, building set-back lines, etc., thereon set forth will be binding on the owners, present or future, of the said lots.

Thus done, read and signed in my office at Baton Rouge, Louisiana, this 23 day of January, 1962, in the presence of the undersigned witnesses.

WITNESSES:

Linda Elliott  
Barbara Howard

Kimira Harelson Harrison  
KIMIRA HARELSON HARRISON

Ann Harrison Parnell  
ANN HARRISON PARNELL

Holt Harrison  
HOLT HARRISON

Joe Peragine  
JOE PERAGINE

Peter Peragine  
PETER PERAGINE

Miss Angelina Peragine  
MISS ANGELINA PERAGINE

JAN 25 10 30 AM '62  
1613 496  
Carmena H. Hines

Richard E. Burton  
RICHARD E. BURTON, NOTARY PUBLIC