

DEED RESTRICTIONS

WEST SHERWOOD FOREST

4TH. FILING, LOTS 132 TO 150

ARCHITECTURAL CONTROL COMMITTEE

WM. H. LEBLANC, JR.

KENNER S. DAY

EDWARD E. EVANS

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 6th day of September, 1962, before me, Harvey H. Posner, a 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:

- - - - - WILLIAM H. LeBLANC, JR., - - - - -

a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, who has been married but once and then to Jane Reynolds, with whom he abides at 6745 Goodwood Avenue, Baton Rouge, Louisiana,

who declared that:

He is the owner of nineteen (19) lots or parcels of ground, bearing numbers One Hundred Thirty-Two (132) through One Hundred Fifty (150), both inclusive, which constitute that certain tract or subdivision which is delineated on a map prepared by Edward E. Evans, Civil Engineer, dated May 11, 1962, entitled "Final Plat of West Sherwood Forest Subdivision, Fourth Filing, Being a Portion of the George Sharp Tract, Located in Section 86, T-7-S, R-1-E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana", a blueprint of which map is attached hereto and made a part hereof and paraphed "Ne Varietur" by me, Notary, for identification herewith; and that

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Apparer has established and he hereby establishes the following restrictions and conditions 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, all of the purchasers, future owners, or occupants of any portion thereof, their heirs and assigns, 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 approved.

3. The minimum area requirements for residential structures are set out as follows: (a) For single-story residence, one thousand three hundred fifty (1350) square feet of living area and one thousand eight hundred fifty (1850) square feet of horizontal roof area; and (b) for two-story residence, one thousand eight hundred (1800) square feet of living area with a minimum of one thousand two hundred fifty (1250) square feet of living area on the ground floor and a minimum horizontal roof area of one thousand seven hundred fifty (1750) square feet. In determining the "living area", open porches and carports or garages shall not be included, but the "horizontal roof area" may include porch, carport and/or garage roofs.
4. 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. Garages and carports may be attached to the 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 setback line of fifty (50') feet is hereby prescribed. Detached garages and/or accessory buildings shall not be erected closer than five (5') feet to any side-line nor closer than ten (10') feet to the 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 shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than forty (40') feet.
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 William H. LeBlanc, Jr., Kenner S. Day and Edward E. Evans 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 in connection with the administration of 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.
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. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

THUS DONE, READ AND PASSED at my office in the City of Baton Rouge, Parish and State aforesaid, in the presence of the undersigned

competent witnesses, who have hereunto signed their names with the Appearer
and me, said Notary, on the date first above written.

WITNESSES:

Mary Frances Eley
Mary Frances Eley

William H. LeBlanc, Jr.
William H. LeBlanc, Jr.

Alice C. Wilson
Alice C. Wilson

Harvey H. Posner
Harvey H. Posner, Notary Public

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MTG. BK. FOR
Alan H. King
AFFIDAVIT OF RECORD & PROOF