

DEED RESTRICTION

WEST SHERWOOD FOREST

6TH. FILING, LOTS 160 TO 226

ARCHITECTURAL CONTROL COMMITTEE

HOLT HARRISON

GEORGE R. SHARP

W. BENTON HARELSON

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 West Sherwood Forest, inc., a Louisiana Corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its President, Holt B. Harrison, being duly authorized to appear and act 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 for East Baton Rouge Parish, Louisiana, who after being duly sworn, did declare that West Sherwood Forest, Inc. is the owner of sixty-seven (67) lots or parcels of ground, bearing numbers one hundred sixty (160) through two hundred twenty six (226), inclusive, and being designated on the final plat of West Sherwood Forest Subdivision, 6th Filing, and being the subdivision of a portion of the George Sharp Tract located in Section 86, 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. Evens, C. E., and dated Baton Rouge, Louisiana, June 4, 1963, a copy of which is attached hereto and made a part hereof, and which said plat is paraphed "Ne Varietur" by me, said Notary, for identification herewith.

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Appearer further declare 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. 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 requirements for residential structures is set out as follows: (a) For single-story residence 1400 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 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.

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 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 fifty (50) 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.

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 out-building 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 Holt B. Harrison, George R. Sharp and W. Benton Harrelson 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 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.

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 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 4th day of June, 1963.

WITNESSES:

WEST SHERWOOD FOREST, INC.

Patricia S. Wilson

By: Holt B. Harrison
Holt B. Harrison,
President

Nancy McDonald

R. Frank Cangelosi, Jr.
R. Frank Cangelosi, Jr.
Notary Public

