

DEED RESTRICTIONS

EAST SHERWOOD FOREST

1ST. FILING, LOTS 1 TO 50
53 TO 85

ARCHITECTURAL CONTROL COMMITTEE

HOLT HARRISON

MARION J. CANGELOSI

W. BENTON HARELSON

78-4405

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, President of East Sherwood Forest, Inc., a Louisiana corporation domiciled in the Parish of East Baton Rouge, State of Louisiana, said Holt T. 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; ROY F. CANGELOSI, JR., married to and living with Helen Oldham Cangelosi, born Oldham; MARION J. CANGELOSI, married to and living with Geraldine Rhea Cangelosi, born Rhea; CAROLYN C. FERRAULT, born Cangelosi, wife of Charles P. Ferrault, acting herein with her own separate and paraphernal property, the said Charles P. Ferrault appearing herein individually and to aid and authorize his said wife; and ROBERT LAWRENCE CANGELOSI, a bachelor; all of the legal age of majority except Robert Lawrence Cangelosi, who is a minor, duly emancipated by judgment rendered and signed by the Honorable Coleman Lindsey, Judge Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, Louisiana, on July 23, 1956, Probate Number 12139 and all residents of the Parish of East Baton Rouge, State of Louisiana; who, after being duly sworn did declare that they are the owners of a portion of the property hereinafter set out; and HOLT T. HARRISON, individually, married to and living with Elmira H. Harrison, born Harelson, and FRANK De FRANCES, married but once and then to Maybelle Ware, from whom he is divorced, both of the legal age of majority and residents of the Parish of East Baton Rouge, who, after being duly sworn did declare that they are also owners of a portion of the property hereinafter set out and said parties further declare that they comprise all the owners of said property.

The property owned by said appearers is Lots 1-50, both inclusive, and lots 53-85, both inclusive, all as designated on the final plat of East Sherwood Forest Subdivision, first filing, and being the subdivision of a portion of the H. B. Harelson Tract located in Section 75, T 7 S, R 2 E, 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, _____, a copy of which is recorded as Original _____, Bundle _____, official records East Baton Rouge Parish, Louisiana.

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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 lots, it being the intention of appearers 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, except lots numbered 1, 2, 3, 4, & 5, 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 are set out as follows: (a) For single-story residence 1150 square feet of living area. The minimum requirements for the horizontal roof area shall be 1650 square feet. (b) For two-story residence 1700 square feet total of living area with a minimum of 1150 square feet of living area on the ground floor. The minimum roof area shall be 1650 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 feet (30'), nor nearer to the side property line than eight feet (8'). Garages and carports may be attached to main dwelling but must not be nearer to the side property line than five feet (5'). 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 feet (50') is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five feet (5') to any sideline or closer than ten feet (10') 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 shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than thirty feet (30').

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 Helt T. Harrison, Marion J. Cangelesi, and W. Benton Narelsen 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

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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. 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.

15. All residences constructed shall be new construction.

16. Lots numbered 1, 2, 3, 4 and 5 are and each of them are hereby designated as "commercial" and legitimate commercial businesses may be conducted and operated on said commercial lots, except as hereinafter provided as follows, to-wit:

(a) No gambling establishments, barrooms, or saloons shall be conducted or operated on any of the above described lots.

(b) No junk yard shall be operated, conducted or maintained on said lots, and none of said lots shall be used to store, keep or maintain wrecked or abandoned motor vehicles or machinery of any kind.

(c) No trailer camp shall be maintained, operated or conducted on any of said lots.

(d) No poultry business, fish market, or stock yard shall be operated or conducted on any of said lots and no live cattle, horses, hogs, chickens, or other animals shall be kept or maintained thereon.

(e) No manufacturing plant or industrial facility shall be operated, conducted or maintained on any of said lots.

(f) No other noxious, unsanitary, unsightly, or unusually noisy business, trade or occupation shall be conducted or operated on any of said lots, nor shall any other business which might be considered a nuisance be conducted or operated thereon.

(g) Nothing herein contained shall be construed as prohibiting the use of these commercial sites for residential purposes, provided that the restrictions for residential or dwelling lots hereinabove set forth shall be complied with.

17. 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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years (10) 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.

18. 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.

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19. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 22nd day of April, 1959.

WITNESSES:

EAST SHERWOOD FOREST, INC.

Nancy J. Mc Donald

Holt T. Harrison
Holt T. Harrison, President

Carolyn J. Lasset

Roy F. Cangelosi, Jr.
Roy F. Cangelosi, Jr.

Marion J. Cangelosi
Marion J. Cangelosi

Carolyn C. Perrault
Carolyn C. Perrault

Charles P. Perrault
Charles P. Perrault, individually
and to aid & authorize his said wife

Robert Lawrence Cangelosi
Robert Lawrence Cangelosi

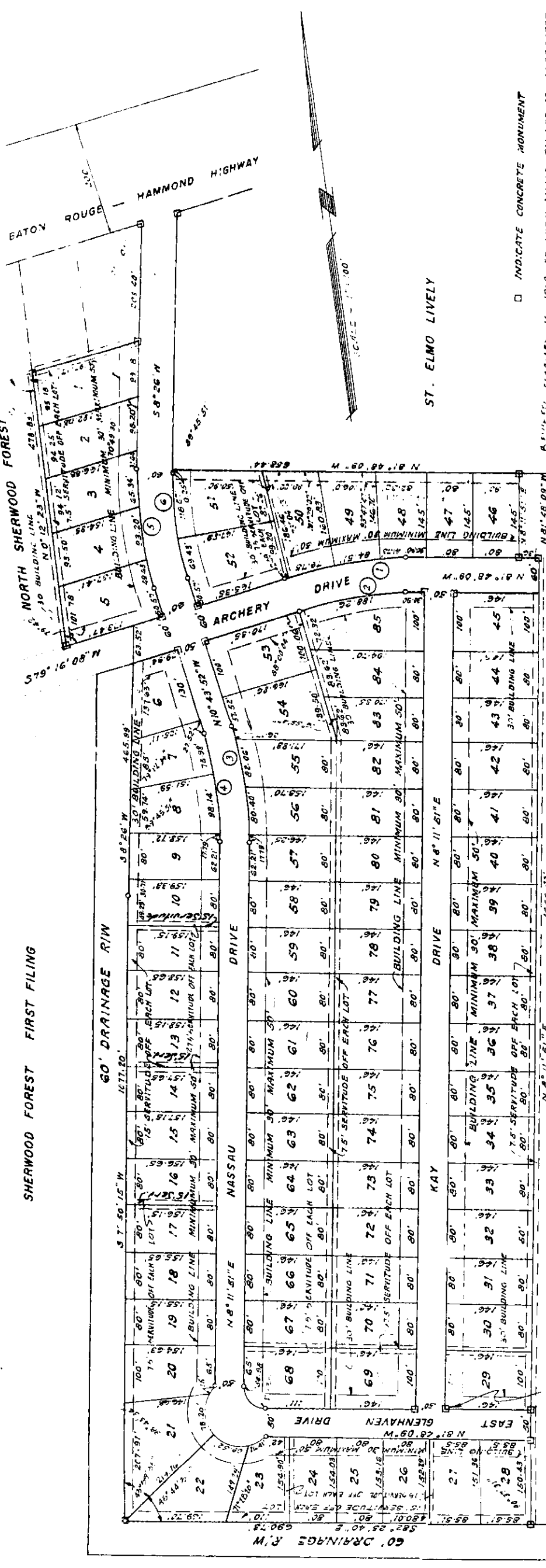
Holt T. Harrison
Holt T. Harrison

Frank De Frances
Frank De Frances

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Walter Hester

FILED FOR RECORD
MAY 4 4 02 PM '59
RECORDED PSN E.B.R.
CON BK 1433 FOL 30
NTR BK _____ FOL _____
Chambers Titines
DEPUTY CLERK & RECORDER



Lot	Area	Volume
1-52	105.00'	208.08'
53-60	95.00'	188.26'
61-68	104.17'	206.48'
69-76	95.93'	188.01'
77-84	105.06'	208.17'
85-92	94.93'	188.03'

LENSH MARK
TOP OF CONCRETE MONUMENT
ELEVATION 43.11
FROM U.S. (79)

EAST SHERWOOD FOREST INC. ET AL

ST. ELMO LIVELY

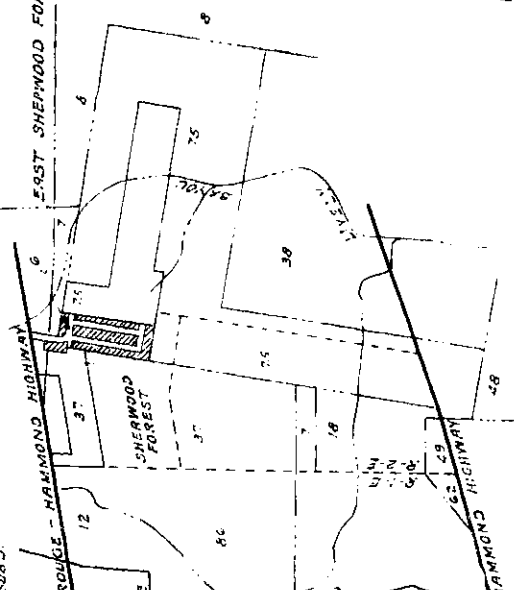
INDICATE CONCRETE MONUMENT

APPROVED: FEBRUARY 16, 1959 TO SHOW ANGLE ON LOT 25, CORRECTED ANGLES ON LOTS 22, 23, AND CORRECTED DIMENSIONS ON LOTS 22 & 25.

REVIEWED: APPROVED BY
PLANNING COMMISSION, CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE

Richard A. McEwen
PLANNING DIRECTOR
DATE Feb. 19, 1959

SUB D
VICINITY MAP
SCALE 1" = 2000'



DEDICATION
THIS IS TO CERTIFY THAT THE SERVITUDES AND RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC PURPOSES INCLUDING DRAINAGE, REMOVAL OF SEWAGE AND ALL UTILITIES, NO TREES, SHRUBS OR OTHER PLANTS MAY BE PLANTED NOR SHALL ANY BUILDING, FENCE, STRUCTURE OR IMPROVEMENTS BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY SERVITUDE OF RIGHT-OF-WAY SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE OR RIGHT-OF-WAY IS GRANTED.

APPROVED: *Marion J. Canale*
MARION J. CANALE
EAST SHERWOOD FOREST, INC.
MOLT T. HARRISON

APPROVED: *Robert L. Canale*
ROBERT L. CANALE

APPROVED: *Raymond J. Canale*
RAYMOND J. CANALE
EAST SHERWOOD FOREST, INC.
MOLT T. HARRISON

NO PERSON SHALL PROVIDE OR INSTALL A METHOD OF SEWAGE DISPOSAL OTHER THAN CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM UNTIL THE METHOD OF SEWAGE TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE EAST BATON ROUGE PARISH HEALTH UNIT.

RESTRICTION
ALL LOTS ARE SUBJECT TO DECLARATION OF PROTECTIVE COVENANTS RECORDED SIMULTANEOUSLY HERewith.
CERTIFICATION
THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH ACT 51 OF 1930 AND CONFORMS TO ALL PARISH ORDINANCE GOVERNING SUBDIVISION OF LAND.

FINAL PLAT OF
EAST SHERWOOD FOREST
FIRST FILING

FOR
BEING A PORTION OF THE H.B. HARELSON TRACT LOCATED IN SECTION 75, T-7-S, R-2-E, GREENSBURG LAND DISTRICT OF LOUISIANA,
EAST BATON ROUGE PARISH LOUISIANA.

EAST SHERWOOD FOREST INC. ET AL

BATON ROUGE, LOUISIANA
DATE APRIL 21, 1959

EDWARD E. EVANS
CIVIL ENGINEER

RECOMMENDED FOR APPROVAL
DEPARTMENT OF PUBLIC WORKS
CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

Ray W. Burgess
RAY W. BURGESS
DIRECTOR
DATE 4-29-59

APPROVED
PLANNING COMMISSION
CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

Richard A. McEwen
RICHARD A. MCEWEN
PLANNING ENGINEER
DATE 4-30-59