STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

DATE: 29 July 85

## INTERIM BUILDING RESTRICTIONS

PROPERTY: LOTS 20 & 21, SHERWOOD ESTATES

PARTIES: Glideville Creech, Barbara Creech, and Sherwood Forest Citizens Association, Inc., a Louisiana non-profit corporation domiciled in East Baton Rouge Parish, State of Louisiana, represented herein by its duly authorized

President, Elliott W. Atkinson, Jr.,

who, in consideration of the proposed development of the aforementioned lots at the corner of Old Hammond Highway and Sherwood Forest Boulevard and the necessity to rezone said lots from A-1 to B-1, and in further consideration for the support of the Sherwood Forest Citizens Association, Inc., in obtaining said rezoning, the present owners and developers create the following "Interim Building Restrictions," making the Sherwood Forest Citizens Association, Inc., a party to said restrictions with the understanding that further restrictions will be created prior to development which shall require the approval and consent of the Sherwood Forest Citizens Association, Inc.

The restrictions herein created shall run with the land and shall be for a term of twenty (20) years, after which they shall automatically be extended for successive periods of five (5) years unless terminated or modified by a majority of the then owners and the Sherwood Forest Citizens Association, Inc.

- 1. The lots designated as Lots 20 and 21 of the Sherwood Estates Subdivision shall be used for professional offices only.
- 2. The structures and improvements shall be of predominantly brick, with the final plans subject to the approval of the Sherwood Forest Citizens Association, Inc.'s Board of Directors.
- 3. The buildings to be constructed shall face Old Hammond Highway, with no access allowed onto Sherwood Forest Boulevard from the respective parking lots.
- 4. The borders of said lots along Sherwood Forest Boulevard shall be landscaped with trees and shrubbery, and a minimum six (6) foot wooden fence with brick pillars shall be

grant and reference of

built between the residential lots on the north and the sides opposite the boulevard.

- 5. All signs shall be of a sandblasted, painted, wooden type, with limitations as to size and location to be set forth in the final restrictions.
- 6. Supporting pillars for porch overhang shall be of brick with the roof shingled with high-grade shingle material.
- 7. Care and maintenance of the structure and parking lot shall be required of the owners of their respective portions, should individual units be sold, and of the parking lot area directly in front of the unit owned from the building to the street, as well as the portion of rear or side fence directly adjacent to the structure owned. Said parking lot, structure, and fence are to be maintained in good condition with all damage or deterioration repaired immediately.
- 8. The Sherwood Forest Citizens Association, Inc., is hereby made a party to these restrictions and shall serve on the architectural control commission, whose agreement shall be required for approval of all external construction plans. Said association shall have all powers at law to enforce these restrictions and the care, maintenance, and appearance of the improvements to said lots.

As a further consideration for the support in the rezoning of said lots, the owners and developers undersigned agree to
the relocation of the entrance sign to Sherwood Forest to an area upon the median opposite the first residential houses and to land scape and improve the same.

WITNESSES:

SHERWOOD FOREST CITIZENS

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ASSOCIATION, INC/

BY: Cheate (tkinson) - ELLIOTT W. ATKINSON, JR.

Muderall CREECH

BARBARA CREECI

NOTARY PUBLIC

AMENDMENT TO SUBDIVISION RESTRICTIONS

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STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this \_\_\_\_\_\_\_\_\_, lay of \_\_\_\_\_\_\_\_, lays, before the undersigned Notary Public and in the presence of the competent witnesses whose names are subscribed hereto, personally came and appeared the owners of the lots designated beside the names hereinafter subscribed in that filing of Sherwood Forest Sudivision known as Sherwood Estates Subdivision, consisting of lots one (1) through fifty-four (54), said lots bordering on a portion of Sherwood Forest Boulevard, Old Hammond Highway, and King Richard Drive, as more particularly set forth on that certain map laid out by Edward E. Evans, Civil Engineer, dated July 12, 1957, and recorded in Plan Book 52, Page 29, of the records of East Baton Rouge Parish, Louisiana.

The above-enumerated lots are subject to certain building restrictions and protective covenants dated July 18, 1957,
passed before Carlos G. Spaht, Notary Public, and recorded as
Original 26, Bundle 3997.

Appearers state that they constitute a majority of the current owners of the lots in said filing and desire to amend the restrictions, in part, as recorded, in accordance with the procedure set forth in those restrictions as set forth in paragraph 17 in the following respects only, with all other restrictions and protective covenants being maintained in full force and effect.

- 1. A. Paragraph 1 and 3(2) are amended to exclude lots twenty (20) and twenty-one (21) from the designation as residential lots and redesignating their use for professional offices only, with the requirement that no entrance or exits be afforded on Sherwood Forest Boulevard and that said offices be oriented to face Old Hammond Highway, with a solid wall being required between lots 21 and 22 and between lots 20 and 44 and between lots 20 and 19.
- B. The above amendment is conditioned upon and effective upon the recording of protective covenants and building restrictions concerning the construction on and maintenance of

said lots and improvements as mutually agreed upon between the owners and developers and the Sherwood Forest Citizens Association, Inc., with the Sherwood Forest Citizens Association, Inc., being made a contractual party to said restrictions and covenants.

- 2. Paragraph 1 is hereby supplemented with the additional sentences that said lots one (1) through fifty-four (54), excluding lots twenty (20) and twenty-one (21), shall be designated for single-family use only, with single-family being defined as one or more persons related by blood, marriage, or adoption living together and occupying a single housekeeping unit with single culinary facilities, or not more than four (4) persons (providing the owner lives on the premises) living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a non-profit cost-sharing basis.
- 3. Paragraph two (2) is amended to designate the Zoning Committee of the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the purposes set forth therein.
- 4. Paragraph fourteen (14) is amended to designate the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the obligations and purposes as set forth therein.
- 5. Paragraph fifteen (15) is amended to designate the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the purposes set forth therein as well as in all paragraphs calling for action by said committee.
- 6. Paragraph twenty (20) is added to prohibit school buses and commercial trucks from being parked on any lots designated herein, including lots 20 and 21.
- 7. Paragraph twenty-one (21) is added to prohibit any lot covered by these restrictions from being utilized for any fraternity or sorority house, group home for the mentally ill or retarded, criminal or drug rehabilitation facility, or for the operation of any business or commercial enterprise that would employ any individuals on said property or that involves customers or clients arriving or departing from said premises or shipments of supplies or goods.

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These amendments, as well as the existing restrictions, shall run with the land and shall be binding on all parties and persons claiming under them for a period of seven (7) years from the date these amendments are recorded, after which period 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 have been recorded, agreeing to change said covenants in whole or in part.

Further, the undersigned lot owners herein declare that the Sherwood Forest Citizens Association, Inc., is hereby made a contractual party to these restrictions, with full standing to enforce the same in whole or in part, with reasonable attorney fees and costs of said enforcement being borne by the lot owner adjudged to be in violation of said restrictions.

The undersigned hereby consent to the amendments and imposition of the restrictions and covenants as set forth herein and carried forward from the original restrictions and covenants.

THUS DONE AND SIGNED before the undersigned Notary
Public and in the presence of the undersigned competent witnesses
on the date first above written.

WITNESSES:

LOT
Husband Muss
Wife Majone B. Mackey
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Husband Mull
wife Mayore B Mackey
LOT #1
Husband Collan Collan Collan
Wife Rosalie Rockett
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Wife Gloria Rolson Martin
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Husband N/A, divorces
Wife
LOT #15
Husband Roleet S. Sepistore
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LOT # 20 // /
Husband M. F. Creech
Wife Darbara ( Crech
LOT # 2/
Husband H. Callen
Wife Farbara C. Creech
LOT #22
Husband J. L. Creek
Wife Barbara Check
LOT #16
Husband Solet & Bury
Wife Hancy & Bucy
LOT #6
Husband 1- D- Vively
Wife Dovis Wuely
LOT # 10
Husband James of Lingle
Wife Mrs. Obrothy Livele
LOT # 23
Husband Kickard Willace
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LOT #58
Husband Davida your
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	STATE OF LOUISIANA PARISH OF EAST BATON ROUGE	Husband
	Before me, the undersigned authority	Wife
	acting within and for the state and pari appeared ROY M. MCIAUGHLIN, JR., who bei that he was one of the subscribing withe it was signed by the owners of the lots executing it as their own free will, act considerations therein expressed in the the other subscribing witness.	as designated by their names, so
		Ill tourster
ļ	Sworn to and subscribed before me on	M. MIAUGHIAN, JR. this 3 day of May 1985

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DATE: 29 July 85

## INTERIM BUILDING RESTRICTIONS

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who, in consideration of the proposed development of the aforementioned lots at the corner of Old Hammond Highway and Sherwood Forest Boulevard and the necessity to rezone said lots from A-1 to B-1, and in further consideration for the support of the Sherwood Forest Citizens Association, Inc., in obtaining said rezoning, the present owners and developers create the following "Interim Building Restrictions," making the Sherwood Forest Citizens Association, Inc., a party to said restrictions with the understanding that further restrictions will be created prior to development which shall require the approval and consent of the Sherwood Forest Citizens Association, Inc.

The restrictions herein created shall run with the land and shall be for a term of twenty (20) years, after which they shall automatically be extended for successive periods of five (5) years unless terminated or modified by a majority of the then owners and the Sherwood Forest Citizens Association, Inc.

- 1. The lots designated as Lots 20 and 21 of the Sherwood Estates Subdivision shall be used for professional offices only.
- 2. The structures and improvements shall be of predominantly brick, with the final plans subject to the approval of the Sherwood Forest Citizens Association prince is Board of Directors.
- 3. The buildings to be constructed shall face Old mammond Highway, with no access allowed onto Sherwood Forest

Boulevard from the respective parking lots.

4. The borders of said lots along Sherwood Forest Boulevard shall be landscaped with trees and shrubbery, and a minimum six (6) foot wooden fence with brick pillars shall be

built between the residential lots on the north and the sides opposite the boulevard.

- 5. All signs shall be of a sandblasted, painted, wooden type, with limitations as to size and location to be set forth in the final restrictions.
- 6. Supporting pillars for porch overhang shall be of brick with the roof shingled with high-grade shingle material.
- 7. Care and maintenance of the structure and parking lot shall be required of the owners of their respective portions, should individual units be sold, and of the parking lot area directly in front of the unit owned from the building to the street, as well as the portion of rear or side fence directly adjacent to the structure owned. Said parking lot, structure, and fence are to be maintained in good condition with all damage or deterioration repaired immediately.
- hereby made a party to these restrictions and shall serve on the architectural control commission, whose agreement shall be required for approval of all external construction plans. Said association shall have all powers at law to enforce these restrictions and the care, maintenance, and appearance of the improvements to said lots.

As a further consideration for the support in the rezoning of said lots, the owners and developers undersigned agree to
the relocation of the entrance sign to Sherwood Forest 2d an area
upon the median opposite the first residential houses and to lander
scape and improve the same.

public in the presence of the competent witnesses subscribed here to on this 27 day of July , 1985.

WITNESSES:

Sherin Frell

SHERWOOD FOREST CITIZENS

ASSOCIATION, INC!

BY: LEGAN LEMON

BARBANA CREECH

BARBANA CREECH

BY: LLIOTT W. ATKINSON, JR.

## AMENDMENT TO SUBDIVISION RESTRICTIONS

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

before the undersigned Notary Public and in the presence of the competent witnesses whose names are subscribed hereto, personally came and appeared the owners of the lots designated beside the names hereinafter subscribed in that filling of Sherwood Forest Sudivision known as Sherwood Estates Subdivision, consisting of lots one (1) through fifty-four (54), said lots bordering on a portion of Sherwood Forest Boulevard, Old Hammond Highway, and King Richard Drive, as more particularly set forth on that certain map laid out by Edward E. Evans, Civil Engineer, dated July 12, 1957, and recorded in Plan Book 52, Page 29, of the records of East Baton Rouge Parish, Louisians.

The above-enumerated lots are subject to certain building restrictions and protective covenants dated July 18, 1957,
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Original 26, Bundle 3997.

Appearers state that they constitute a majority of the current owners of the lots in said filing and desire to amend the restrictions, in part, as recorded, in accordance with the procedure set forth in those restrictions as set forth in paragraph 17 in the following respects only, with all other restrictions and protective covenants being maintained in full force and effect.

1. A. Paragraph 1 and 3(2) are amended to exclude lots twenty (20) and twenty-one (21) from the designation as residential lots and redesignating their use for professional offices only, with the requirement that no entrance or exits be afforded on Sherwood Forest Boulevard and that said offices be oriented to face Old Hammond Highway, with a solid wall being required between

19.

B. The above amendment is conditioned upon and effective upon the recording of protective covenants and building restrictions concerning the construction on and maintenance of

said lots and improvements as mutually agreed upon between the owners and developers and the Sherwood Forest Citizens Association, Inc., with the Sherwood Forest Citizens Association, Inc., being made a contractual party to said restrictions and covenants.

- 2. Paragraph 1 is hereby supplemented with the additional sentences that said lots one (1) through fifty-four (54), excluding lots twenty (20) and twenty-one (21), shall be designated for single-family use only, with single-family being defined as one or more persons related by blood, marriage, or adoption living together and occupying a single housekeeping unit with single culinary facilities, or not more than four (4) persons (providing the owner lives on the premises) living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a non-profit cost-sharing basis.
- 3. Paragraph two (2) is amended to designate the Zoning Committee of the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the purposes set forth therein.
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- 5. Paragraph fifteen (15) is amended to designate the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the purposes set forth therein as well as in all paragraphs calling for action by said committee.
- 6. Paragraph twenty (20) is added to prohibit school buses and commercial trucks from being parked on any lots designated herein, including lots 20 and 21.
- 7. Paragraph twenty-one (21) is added to prohibit any lot covered by these restrictions from being utilized for any

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retarded, criminal or drug rehabilitation facility, or for the operation of any business or commercial enterprise that would employ any individuals on said property or that involves customers or clients arriving or departing from said premises or shipments of supplies or goods.

These amendments, as well as the existing restrictions, shall run with the land and shall be binding on all parties and persons claiming under them for a period of seven (7) years from the date these amendments are recorded, after which period 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 have been recorded, agreeing to change said covenants in whole or in part.

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Further, the undersigned lot owners herein declare that the Sherwood Porest Citizens Association, Inc., is hereby made a contractual party to these restrictions, with full standing to enforce the same in whole or in part, with reasonable attorney fees and costs of said enforcement being borne by the lot owner adjudged to be in violation of said restrictions.

The undersigned hereby consent to the amendments and imposition of the restrictions and coverants as set forth herein and carried forward from the original restrictions and covenants.

THUS DONE AND SIGNED before the undersigned Notary Public and in the presence of the undersigned competent witnesses

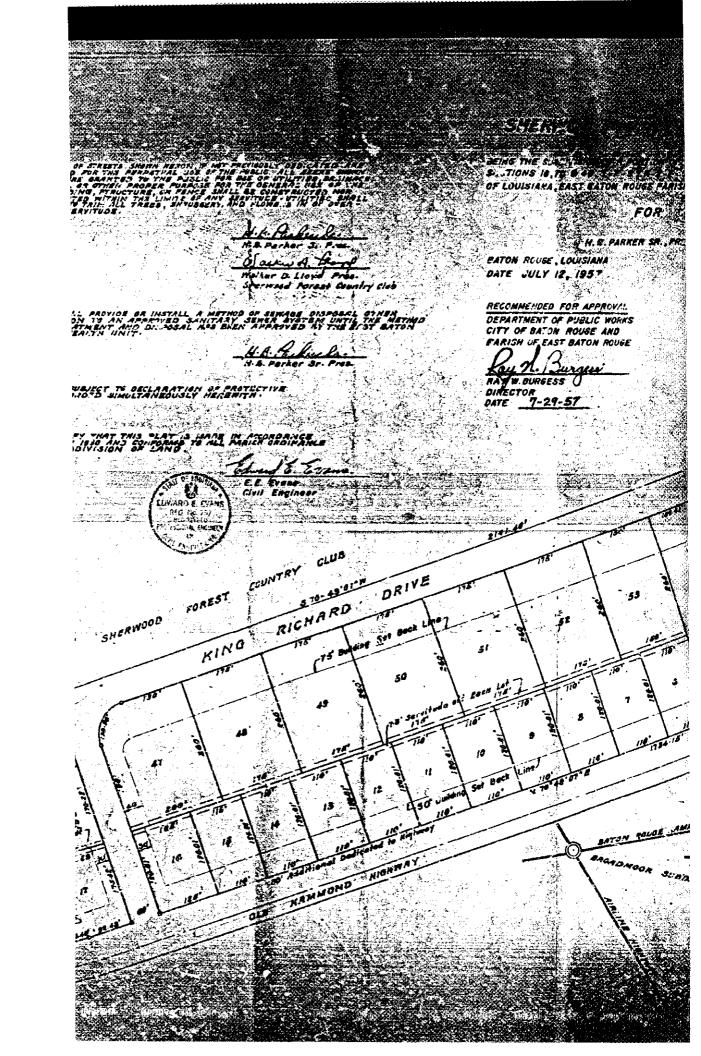
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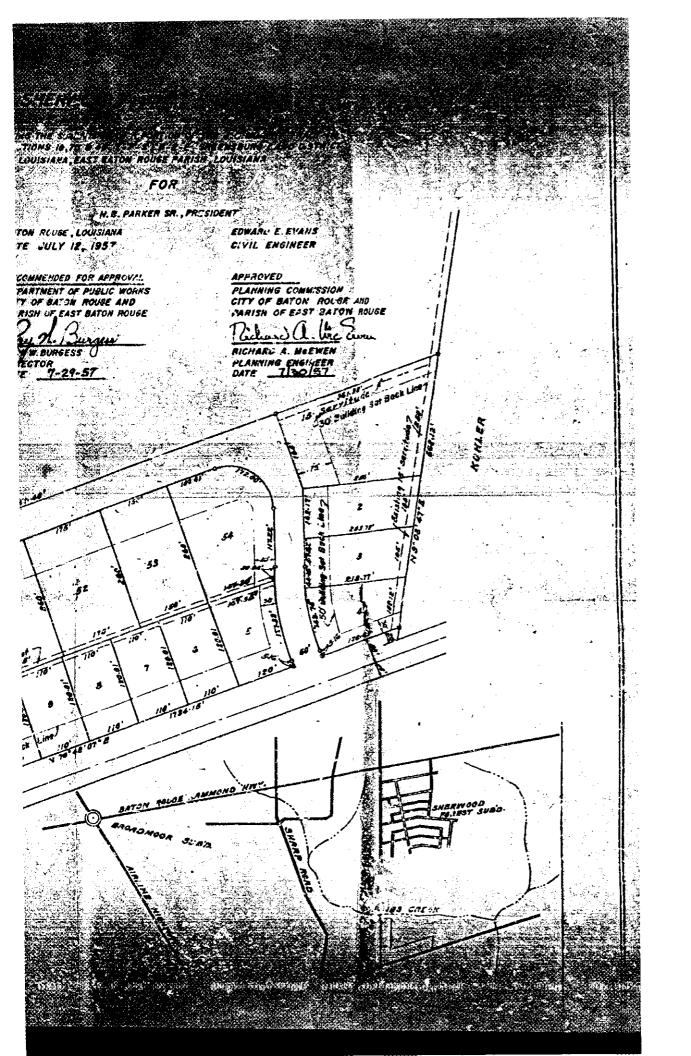
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DEED RESTRICTIONS

SHERWOOD FOREST ESTATES

1<sup>ST</sup>. FILING, LOTS 1 TO 54

ARCHITECTURAL CONTROL COMMITTEE

SHERWOOD FOREST CITIZENS ASSOC

26.3992	Recorded at Original	1957 Bundle	<u> </u>
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STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, Motary 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 authorised President of Sherwood Retates, Inc., a private corporation organized under the laws of the State of Louisians and domiciled in Fast Baton Rouge Barish thereof, who declared that the said corporation is the owner of 54 lots bearing Rusbers One (1) through Fifty-Four (54), inclusive, in that subdivision known as Sherwood Estates Subdivision, and being a portion of the J. C. Murphy Tract in Sections 18, 75 and 49, Township 7 South, Range 2 East, Oreensburg Land District of Louisians, East Baton Rouge Parish, Louisians, said subdivision having been laid out by Rémard E. Evens, Civil Engineer, and made a part hereof, and which said plat is paraphed "Ne Varietur" by me, Notary, to identify 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 and 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:

- 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) detached single family duelling not to exceed two and one-half stories in height and a private garage for not more than four (4) 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 have been approved by the architectural control committee as to quality of workmanhip 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. (a) The minimum requirements for a single-story residence are set out as follows:
- (1) On Lots Numbers 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 19, the residence shall have a minimum of 1,850 square feet of living area and a minimum of 2,350 square feet of horizontal roof area.
- (2) On Lots Numbers 4, 5, 16. 17, 18. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44, the residence shall have a minimum of 2,250 square feet of living area and a minimum of 2,750 square feet of horisontal roof area.
- (3) On Lote Numbers 1, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54, the residence shall have a minimum of 3,250 square feet of living area and a minimum of 3,750 square feet of horizontal roof area.
- (b) The minimum requirements for a two-story residence are set out as follows:
- (1) The first floor shall have a minimum square footage of living area as set out above for a single-story residence. The second floor shall have a minimum of one-third (1/3) of the square footage of living area that is required for the first floor. The minimum roof area shall be as set out above for a single-story residence.
- (c) The above set out living areas are emplusive of open porches and carports or garages. The above set out roof areas are emplusive of save or overheing but are inclusive of porch, carport and/or attached garage roofs.

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- 4. (a) On lots Numbers 1 and 46 no building shall be leaved on any let make to any street property line than screen with (7) leave to the rise make it line abutting Sherwood Forest Country Club property than thirty (30) feet. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than ten (10) 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 one hundred (100) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to any side line or closer than ten (10) feet to rear lot line.
- (b) On Lots Numbers 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 12 and 19, no building shall be located on any lot rearer to any street property line than fifty (50) feet nor measure to an interior lot side property line than ten (10) feet. Garages and carports may be attached to main dealling but must not be nearer to the side property line than seven (7) feet. For the purpose of this covenant, caves, steps and open porches shall not be considered as part of a building. A Maximum building set-back line of sixty-five (65) feet is hereby authorized. Detached garages and/or secessory buildings shall not be erected closer than five (5) feet to any side line or closer than ten (10) feet to rear lot line.
- (c) On Lot Number & no building shall be located nearer to King Richard Drive property line than fifty (50) feet, nor nearer to Old Hammond Highway property line than thirty (30) feet, nor nearer to an interior lot 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 seven (7) 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 sixty-five (65) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to any side line or closer than ten (10) feet to rear lot line.
- (d) On Lot Number 5 no building shall be located nearer to King Richard Drive property line than thirty (30) feet, nor nearer to Old Hammond Highway property line than fifty (50) feet, nor nearer to an interior lot 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 seven (7) 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 sixty-five (65) feet is hereby authorized. Detached garages and/or accessory buildings shall not be created closer than five (5) feet to any side line or closer than tan (10) feet to rear lot line.
- (e) On Lots Bushers 16 and 17 no building shall be located nearer to King Richard Brive property line than thirty (30) feet, nor nearer to Old Hamand Highway property line than fifty (50) feet, nor nearer to an interior lot side property line than ten (10) feet. Garages and corports may be attached to main dealling but must not be nearer to the side property line than seven (7) feet. For the purpose of this covenant, caves, stems and open porches shall not be considered as part of a building. A maximum building set—back line of sixty-five (65) feet is hereby suthorised. Betached garages and/or accessory buildings shall not be erected closer than five (5) feet to any side line or closer than ten (10) feet to rear lot line.
- (f) On Lots Mumbers 20 and 21 no building shall be located nearer to Old Hammond Highway property line than thirty (30) feet, nor nearer to Sherwood Forest Boulevard property line than forty (40) feet, nor nearer to an interior lot side property line than ten (10) feet. Garages and carports may be attached to main dwelling but must not be mearer to the side property line than seven (7) 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 sixty (60) feet is hereby authorised. Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to amy side line nor closer than ten (10) foet to rear lot line.
- (g) On Lots Humbers 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 34, 35, 36, 37, 38, 39, 42, 43 and 44, no building shall be located nearer to any street property line than forty (40) feet nor nearer to an interior lot line than ten (10) feet. Garages and carports may be attached to main dealling but must not be nearer to the side property line than seven (7) feet. For the purpose of this covenant, eaves, steps, and open perches shall not be considered as part of a building. A maximum building set-back line of sixty (50) feet is hereby authorised. 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 rear lot line.
- (h) On Lots Numbers 32 and 33 no building shall be located nearer to Sherwood Forest Boulevard property line than forty (h0) feet, nor nearer to Major Oak Brive property line than beenty (20) feet, nor nearer to an interior lot side property line than ten (10) feet. Garages and carports may be attached to main dealling but must not be nearer to the side property line than neven (7) feet. For the passes of this covenant, saves, steps, and open porches shall not be considered as part of a building. A Maximum building set-buck line of sixty (60) feet is meaner, sutherised. Detached garages and/or accessory buildings shall not be created allowed than five (5) feet to any side line or closer than ten (10) feet to rear let lines?

- (i) On Lots Rumbers 40 and 41 no building shall be located nearer to Sterwood Forest Boulsvard property line than forty (40) feet, nor nearer to Sherwood Forest Country Club entrance boulsvard property line than forty (40) feet, nor nearer to an interior lot side property line than ten (10) feet. Garages and carrocts may be attached to main dwelling but must not be mearer to the side property line than seven (7) feet. For the purpose of this covenant, saves, 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. Deteched garages and/or accessory buildings shall not be erected closer than five (5) feet to any side line nor closer than ten (10)
- (j) On Lots Numbers 45, 48, 49, 50, 51, 52, and 53 no building shall be located on any lot nearer to any street property line than seventy-five (75) feet nor nearer to an interior lot side property line than twenty (20) feet. Garages and carports may be attached to main dwalling to must not be nearer to the side property line than ten (10) feet. For the purpose of this covenant, caves, steps and open porches shall not be considered as part of a building. A maximum building set-back line of one hundred (100) feet is hereby authorized. Detached garages and/line or closer than ten (10) feet to rear lot line.
- (k) On Lots Numbers 47 and 54 no building shall be located nearer to the street property line on front than seventy-five (75) feet, nor nearer to the etreet property line on side than forty (40) feet, nor nearer to an interior lot side property line than teenty (20) feet. Garages and carports may be attached to main dealing but must not be nearer to; the side property line than ten (10) 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 one hundred (100) feet is hereby authorised. Detached garages and/or ancessary buildings shall not be eracted closer than five (5) feet to any side line or closer than ten (10) feet to rear lot line.
- 5. Basements 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 snything 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 remidence either temporarily or permanently.
  - 10. No livestock shall be kept on said premises.
- 11. No fence shall be erected on any said lot beyond the front building set-back line of that lot on any street.
- 12. He building or structure shall be constructed using imitation brick, imitation stone or asbestes on the exterior. Residences shall be constructed with exteriors of brick, brick veneer, stone or approved massemy or approved massemy veneer. Residences proposed to be constructed with exteriors including 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. However, in no event shall the residence or structure have more than ten (10%) per cent exterior walls consisting of vertical or horizontal wood siding or hand here wood shakes.
- 13. We clothes lines are permitted on any lots backing up to Country Club  $\gamma$
- It. Lot owners shall keep lots moved and free of obnoxious weeds. If comers do not keep lots moved, it shall be the Guty of the enchitectural control consistes to have lots moved and the respective owners of the lots shall be obligated to pay the cost of such moving.

- 15. An Architectural Control Committee composed of Lewis P. Manson, George R. Thompson, Walker 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 masher of the committee, the remaining manhers shall have full authority to designate a successor. Meither the manhers of the committee, here full authority to designate a successor. Meither the manhers of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this coverant. 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.
- 16. 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.
- 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 (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.
- 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.
- 19. 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.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent mitnesses, this 18th day of July, 1957.

1322

WITHESSES:

SHERWOOD ESTATES, INC.

H. Baucus Parker, Sr., President

Frances S. Hardin

CARLOS G. SPAHT, NOTARY PUBLIC

Folia 1111 of the Conveyance Records of the Parish of East Baton Rouge, La. 2124 2

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#### AMENDMENT TO SUBDIVISION RESTRICTIONS

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

before the undersigned Notary Public and in the presence of the competent witnesses whose names are subscribed hereto, personally came and appeared the owners of the lots designated beside the names hereinafter subscribed in that filing of Sherwood Forest Sudivision known as Sherwood Estates Subdivision, consisting of lots one (1) through fifty-four (54), said lots bordering on a portion of Sherwood Forest Boulevard, Old Hammond Highway, and King Richard Drive, as more particularly set forth on that certain map laid out by Edward E. Evans, Civil Engineer, dated July 12, 1957, and recorded in Plan Book 52, Page 29, of the records of East Baton Rouge Parish, Louisiana.

The above-enumerated lots are subject to certain building restrictions and protective covenants dated July 18, 1957, passed before Carlos G. Spaht, Notary Public, and recorded as Original 26, Bundle 3997.

Appearers state that they constitute a majority of the current owners of the lots in said filing and desire to amend the restrictions, in part, as recorded, in accordance with the procedure set forth in those restrictions as set forth in paragraph 17 in the following respects only, with all other restrictions and protective covenants being maintained in full force and effect.

- 1. A. Paragraph 1 and 3(2) are amended to exclude lots twenty (20) and twenty-one (21) from the designation as residential lots and redesignating their use for professional offices only, with the requirement that no entrance or exits be afforded on Sherwood Forest Boulevard and that said offices be oriented to face Old Hammond Highway, with a solid wall being required between lots 21 and 22 and between lots 20 and 44 and between lots 20 and 19.
- B. The above amendment is conditioned upon and effective upon the recording of protective covenants and building restrictions concerning the construction on and maintenance of

said lots and improvements as mutually agreed upon between the owners and developers and the Sherwood Forest Citizens Association, Inc., tion, Inc., with the Sherwood Forest Citizens Association, Inc., being made a contractual party to said restrictions and covenants.

2. Paragraph 1 is hereby supplemented with the additional sentences that said lots one (1) through fifty-four (54), excluding lots twenty (20) and twenty-one (21), shall be designated for single-family use only, with single-family being defined as one or more persons related by blood, marriage, or adoption living together and occupying a single housekeeping unit with single culinary facilities, or not more than four (4) persons (providing the owner lives on the premises) living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a non-profit cost-sharing basis.

- 3. Paragraph two (2) is amended to designate the Zoning Committee of the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the purposes set forth therein.
- 4. Paragraph fourteen (14) is amended to designate the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the obligations and purposes as set forth therein.
- 5. Paragraph fifteen (15) is amended to designate the Sherwood Forest Citizens Association, Inc., as the architectural control committee for the purposes set forth therein as well as in all paragraphs calling for action by said committee.
- 6. Paragraph twenty (20) is added to prohibit school buses and commercial trucks from being parked on any lots designated herein, including lots 20 and 21.
- 7. Paragraph twenty-one (21) is added to prohibit any lot covered by these restrictions from being utilized for any fraternity or sorority house, group home for the mentally ill or retarded, criminal or drug rehabilitation facility, or for the operation of any business or commercial enterprise that would employ any individuals on said property or that involves customers or clients arriving or departing from said premises or shipments of supplies or goods.

These amendments, as well as the existing restrictions, shall run with the land and shall be binding on all parties and persons claiming under them for a period of seven (7) years from the date these amendments are recorded, after which period 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 have been recorded, agreeing to change said covenants in whole or in part.

Further, the undersigned lot owners herein declare that the Sherwood Forest Citizens Association, Inc., is hereby made a contractual party to these restrictions, with full standing to enforce the same in whole or in part, with reasonable attorney fees and costs of said enforcement being borne by the lot owner adjudged to be in violation of said restrictions.

The undersigned hereby consent to the amendments and imposition of the restrictions and covenants as set forth herein and carried forward from the original restrictions and covenants.

THUS DONE AND SIGNED before the undersigned Notary
Public and in the presence of the undersigned competent witnesses
on the date first above written.

Husband Markey B. Mackey

LOT # 40

Husband Markey B. Mackey

LOT # 40

Husband Markey B. Mackey

LOT # Markey B. Mackey

LOT # Markey B. Mackey

Wife Mayore B. Mackey

LOT # Markey B. Mackey

Husband Markey B. Mackey

LOT # 40

Husband Markey B. Mackey

Husband Markey B. Mackey

Wife Down Parkey

LOT # 13

Husband Markey B. Mackey

Husband Markey B. Mac

Husband N/A dienes  Husband N/A dienes  Husband Rolet & Statute  Wife Mary Administrat  Husband La Creek  Husband La Creek  Hot Husband La Creek  Husband La Creek  Husband La Creek  Husband La Creek  Husband Boken Berch  Husband Boken Bright  Hot #6  Husband Lang Burgh  Husband Lang Burgh  Hot #6  Husband Lang Lang  Wife Many Burgh  Husband Lang Lang  Husband Lang Lang  Husband	ion 14 Y kicet n. John tre
Husband Polest & Share Wife Mary Check Control  Husband II Creek  Husband Boker Bury  Husband I Deliver  Husband	Husband Ma diverce
Husband Polet S. School Wife Barbara Care Burney Buch  Husband M. L. Creek  Husband M. J. Livel  Husband M. J. Livel  Husband M. J. Livel  Husband M. J. Livel  Husband Mark J. Livel  Husband Mark J. Livel  Husband Mife Mife Mife Mife Mife Mife Mife Mife	Wife
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Husband H. L. Crepted  Wife Bachara Creek  Husband H. L. Crepted  Wife Rachara Creek  Husband Bofor Bruny  Wife Nancyf Bucy  LOT #6  Husband I. J. Lively  Husband Jane & Friefe  LOT #23  Husband Cartel Wilder  Wife Contilled History  Husband Galled Wife Surger  Wife Contilled History  Husband Galled Wife Surger  Wife Mary Bellegery  Wife Mary Bellegery  Husband Galled Bellegery	Wife Barbara ( Creich
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LOT #25
Husband Bradley T. De
Wife Dolore Duj
LOT TAL D
Husband L. Kingley
Wife Dellansey
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Husband My Jaule D
Wife Marily full
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the other subscribing witness.	
acting within and for the state and appeared ROY M. MCLAUGHIN, JR., who that he was one of the subscribing with was signed by the owners of the 1 associating it as their can free will.	parish aforesaid, personally came and being by me duly sworn deposed and said sitnesses to the foregoing instrument; that lots as designated by their names, so act and deed for the uses, purposes and the pressure of appearer and Stathen pusech.
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	wife Marila Bell
	Husband (W/mill)
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### MI120 EH9873

### October 3, 1986

#### PETITION

We the undersigned property owners of Sherwood Estates Subdivision do hereby agree to amend the original covenant dated July 18, 1957 in the following respects:

Paragraph 4(e) concerning Lots 16 and 17 shall be amended to allow for Lee P. and Dixie L. Fournet of Lot 17, 11423 King Richard Drive to erect a swimming pool cabana to the rear of their home within two feet of the west side property line. All other provisions in Paragraph 4(e) shall remain in force except for this mentioned change. This agreement does not alter, modify or compromise any other deed restrictions or zoning laws.

LOT NO.	NAME
16	Mancy T Bucy
45	MATTER L. BARON
_10_	Mrs. bonny Track
_7_	CA ROCKETT
_6_	J.D. Lively
2	Mrs. J. W. DELLASSERVERS TR
54	Mrs. V.L. McCORD
50411	Electoral IN
49	Mrs. Anthony Jeggio- MAS. ANTHONY JEGGED
	V 2 E O D 2 D V

(Page 1 of 2)

20-21-22 680120 RE9873

# ATKINSON & MARTIN, L.L.C.

ATTORNEYS AT LAW

11953 COURSEY BOULEVARD BATON ROUGE, LOUISIANA 70816

ELLIOTT W. ATKINSON, JR., L.L.C. DORSEY C. MARTIN, III

TELEPHONE (225) 293-7100 FACSIMILE (225) 291-3030

February 24, 2005

Robert Friesse, President Sherwood Forest Citizens Association, Inc. P. O. Box 45142 Baton Rouge, LA 70895-4142

Re:

Restrictions covering Lots 20 & 21

Dear Bob:

Scotty called me and requested that I send you the documents I helped create that affect development of the two lots on each side of the intersection of Old Hammond Highway and Sherwood Forest Boulevard.

The two documents are enclosed. The first is the "Interim Building Restrictions" followed by the "Amendment to Subdivision Restrictions" that was done afterward. I do not have a certified copy of the latter, but it should be recorded at Original 182, Bundle 9753 on May 31, 1985.

These documents essentially changed the use of the lots from single family use only to allow professional office use and in consideration for so doing, to give control over what is built on those lots to the Sherwood Forest Citizens Association, Inc.

- 1. The developer must submit plans to the Sherwood Forest Citizens Association, Inc. after which I recommend you approve or deny within thirty (30) days in writing with a certified letter to such effect sent to the developer/owners,
- 2. The restrictions prohibit any entrance or exit onto Sherwood Forest Boulevard.
- 3. The offices are to face Old Hammond Highway.
- 4. A solid wall is required between the lots and the front houses on Sherwood Forest Boulevard. A 6 foot high wooden fence with brick pillars is required.
- 5. The structures are to be of predominantly brick.
- 6. The border of the lots as they face Sherwood Forest Boulevard are to be landscaped with trees and shrubbery.

Robert Friesse, President Sherwood Forest Citizens Association, Inc. February 24, 2005 Page 2

- 7. All signs shall be sandblasted wooden.
- 8. And, very importantly, Sherwood Forest Citizens Association, Inc. was made a party to the restrictions to enforce the restrictions and ensure the property is well maintained.

Other items are set forth in the documents. I hope this supplies the information Scott requested.

Sincerely?

EWA,jr/tlb Enclosures

Page 2

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DATE: 29 July 85

### INTERIM BUILDING RESTRICTIONS

PROPERTY: LOTS 20 & 21, SHERWOOD ESTATES

PARTIES: Glideville Creech, Barbara Creech, and Sherwood Forest Citizens Association. Inc., a Louisiana non-profit corporation domiciled in East Baton Rouge Parish, State of Louisiana, represented herein by its duly authorized President, Elliott W. Atkinson, Jr.,

who, in consideration of the proposed development of the aforementioned lots at the corner of Old Hammond Highway and Sherwood Forest Boulevard and the necessity to rezone said lots from A-1 to B-1, and in further consideration for the support of the Sherwood Forest Citizens Association, Inc., in obtaining said rezoning, the present owners and developers create the following "Interim Building Restrictions," making the Sherwood Forest Citizens Association, Inc., a party to said restrictions with the understanding that further restrictions will be created prior to development which shall require the approval and consent of the Sherwood Forest Citizens Association, Inc.

The restrictions herein created shall run with the land and shall be for a term of twenty (20) years, after which they shall automatically be extended for successive periods of five (5) years unless terminated or modified by a majority of the then owners and the Sherwood Forest Citizens Association, Inc.

- 1. The lots designated as Lots 20 and 21 of the Sherwood Estates Subdivision shall be used for professional offices only.
- 2. The structures and improvements shall be of predominantly brick, with the final plans subject to the approval of the Sherwood Forest Citizens Association and Inquies Board of Directors.
- 3. The buildings to be constructed shall face Old games Hammond Highway, with no access allowed onto Sherwood Forest

Boulevard from the respective parking lots.

4. The borders of said lots along Sherwood Forest Boulevard shall be landscaped with trees and shrubbery, and a minimum six (6) foot wooden fence with brick pillars shall be

built between the residential lots on the north and the sides opposite the boulevard.

- 5. All signs shall be of a sandblasted, painted, wooden type, with limitations as to size and location to be set forth in the final restrictions.
- 5. Supporting pillars for porch overhang shall be of brick with the roof shingled with high-grade shingle material.
- 7. Care and maintenance of the structure and parking lot shall be required of the owners of their respective portions, should individual units be sold, and of the parking lot area directly in front of the unit owned from the building to the street, as well as the portion of rear or side fence directly adjacent to the structure owned. Said parking lot, structure, and fence are to be maintained in good condition with all damage or deterioration repaired immediately.
- 8. The Sherwood Forest Citizens Association, Inc., is hereby made a party to these restrictions and shall serve on the architectural control commission, whose agreement shall be required for approval of all external construction plans. Said association shall have all powers at law to enforce these restrictions and the care, maintenance, and appearance of the improvements to said lots.

As a further consideration for the support in the rezoning of said lots, the owners and developers undersigned agree to the relocation of the entrance sign to Sherwood Forest Ed an area upon the median opposite the first residential houses and to Lende scape and improve the same.

THUS DONE AND SIGNED before the undersigned Shotary Public in the presence of the competent witnesses subscribed here to on this 29 day of July WITNESSES:

Sherin Forell

SHERWOOD FOREST CITIZENS

ASSOCIATION, INC.

BY: LICAN TRINSON, JR.

BY: LICAN TRINSON, JR.

## AMENDMENT TO SUBDIVISION RESTRICTIONS

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

before the undersigned Notary Public and in the presence of the competent witnesses whose names are subscribed hereto, personally came and appeared the owners of the lots designated beside the names hereinafter subscribed in that filing of Sherwood Porest Sudivision known as Sherwood Estates Subdivision, consisting of lots one (1) through fifty-four (54), said lots bordering on a portion of Sherwood Forest Boulevard, Old Hammond Highway, and King Richard Drive, as more particularly set forth on that certain map laid out by Edward E. Evans, Civil Engineer, dated July 12, 1957, and recorded in Plan Book 52, Page 29, of the records of East Baton Rouge Parish, Louisians.

The above-enumerated lots are subject to certain building restrictions and protective covonants dated July 18, 1957,
passed before Carlos G. Spaht, Notary Public, and recorded as
Original 26, Bundle 3997.

Appearers state that they constitute a majority of the current owners of the lots in said filing and desire to amend the restrictions, in part, as recorded, in accordance with the procedure set forth in those restrictions as set forth in paragraph 17 in the following respects only, with all other restrictions and protective covenants being maintained in full force and effect.

1. A. Paragraph 1 and 3(2) are amended to exclude lots twenty (20) and twenty-one (21) from the designation as residential lots and redesignating their use for professional offices only, with the requirement that no entrance or exits be afforded on Sherwood Forest Boulevard and that said offices be oriented to face Old Hammond Highway, with a solid wall being required between