

DEED RESTRICTIONS

SHERWOOD FOREST

12<sup>TH</sup>. FILING, LOTS 1093 TO 1175

ARCHITECTURAL CONTROL COMMITTEE

PAUL OWEN DAVIS, JR.

JACK J. HARELSON

HOLT HARRISON

S. JEROME ROGERS

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared West Forest Oaks, Inc., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented by its Vice-President, Dianne D. 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 of the Parish of East Baton Rouge, Louisiana, who after being duly sworn, did declare that West Forest Oaks, Inc. is the owner of eighty three (83) lots or parcels of ground, bearing numbers one thousand ninety three (1093) through one thousand one hundred seventy five (1175) and five tracts of ground known as Tract 'A', Tract 'E', Tract 'B', Tract 'C-1', and Tract 'C', inclusive, and being designated on the final plat of Sherwood Forest Subdivision Twelfth Filing, and being part of Tract One (1) of the Charles A. Holcombe Estate, located in Section 8, 38, 75, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana, said subdivision having been laid out by Edward E. Evans, Civil Engineer, dated, Baton Rouge, Louisiana September 11, 1968, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ne Varietur" by me, Notary, for identification herewith.

Appearer further declared 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 and/or future owners of said lots, it being the intention of appearer to establish these 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 either single family or double family lots, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single or double family dwelling not to exceed two (2) stories in height and off street parking for not less than three (3) cars if the dwelling be a double family dwelling and not less than two (2) cars if the dwelling be a single family dwelling.
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 set-back line unless approved.

3. The minimum requirements for residential structures are set out as follows:  
(a) For single family residences 1200 square feet of heated living area.  
The minimum requirements for horizontal roof area shall be 1400 square feet.  
(b) For double family residences 1800 square feet of total heated living area.  
The minimum requirements for horizontal roof area shall be 2200 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 twenty (20) feet, nor nearer to the side property line than five (5) 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 the building. A maximum building setback 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 side line or closer than ten (10) feet to rear lot line.

No building shall be located on any lot as near to the front lot line than the building is on the adjoining lot. Each building must vary at least five (5) feet from the building adjoining it.

5. Easements for installment 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 single family dwelling or one double family dwelling.

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8. No garage apartments are to erected or to be used as a residence.
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. No structure of a temporary character, trailer, basement, tent, shack, barn or other out-building shall be allowed on any lot for a prolonged period of time so as to distract from the appearance of the subdivision.
10. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on the lot or other lots.
11. No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5) square feet advertising this property for sale or rent or customary signs used by a building firm or real estate broker to advertise the property during the construction and sales period. However, the limitation shall not apply to the developer of the subdivision.
12. No oil drilling, oil development corporation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lots. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. Lot owners shall keep their respective lots mowed and free of noxious weeds. In the event that an owner fails to discharge this obligation, the Architectural Control Committee may, in its discretion, cause the lot (s) to be mowed, and the owner of such lot (s) shall be obligated to pay the cost of such mowing.
14. No house trailers, commercial vehicles, tandem trailers, buses or trucks shall be kept, stored, repaired or maintained on any lot, servitude or right-of-way in any manner which would detract from the appearance of the subdivision.
15. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.
16. 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 will have been recorded, agreeing to change said covenants in whole or in part.
17. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.
18. No livestock, animals or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
19. No fence shall be erected on said lot beyond the front building set-back line of that lot, nor nearer any street than fifteen (15) feet.
20. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exteriors. Residences shall be constructed with a minimum of seventy (70) per cent of the exterior of brick or brick veneer.
- 416 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.
21. No residence or building of any kind, no improvement which extends above ground level, and no fence shall be erected, placed, altered, or permitted on any lot (s) unless and until the construction plans, specifications, elevations, and a plan showing the location of the structure will have been approved in writing by the Architectural Control Committee (hereinafter constituted) as to the quality of workmanship and materials, harmony of exterior design with existing structures, and 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 set-back line unless similarly approved.
22. An Architectural Control Committee composed of Holt B. Harrison, Jack J. Hareison, Paul Owen David, Jr., and S. Jerome Rogers are hereby authorized and appointed. A majority of the Committee may designate a representative to act for it. In 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 or the Committee, not its designated representative shall be entitled to any compensation for services performed to this covenant. At any time, the then record owners of the 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.
23. 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 suits or enjoin the construction have 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.

24. Lots 1134 and 1135, Tract 'A', Tract 'E', Tract 'B', Tract 'C-1', and Tract 'C', fronting West on Flannery Road, are hereby designated as "Commercial" and legitimate commercial businesses may be conducted and operated on said commercial tracts and lots, except as follows, to-wit:

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

(b) No Junk Yard shall operated, conducted or maintained on said tracts, and none of said tracts 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 said property.

(d) No poultry business, fish market, or stock yard shall be operated or conducted on said property 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 property.

(f) No other noxious, unsanitary, unsightly, or unusually noisy business, trade or occupation shall be conducted or operated on any of said tracts, no shall any other business which might be considered a nuisance be conducted or operated thereon.

(g) Nothing herein contained shall be construed to prohibit the use of these commercial sites for residential purposes.

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25. Only underground electric service, constructed and maintained in accordance with Standard Service Practices of the utility company, will be available for the lots in Sherwood Forest Subdivision, Twelfth Filing, and no above surface electric service will be installed outside of any structure. All purchasers of lot understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon and said underground lines shall be subject to ingress and egress by Gulf States Utilities Company and said lot owners shall ascertain the location of said lines and keep the area over the route of said line free and clear of structures, trees or other obstructions. The utility company servitude area dedicated and shown on the recorded map of said Sherwood Forest Subdivision Twelfth Filing may be cleared and kept clear by any utility of any trees, bushes, and other growth including any overhanging branches of trees, or protrusions of structures located on adjacent property.

26. Each double family dwelling must be provided with a separate water meter for each family.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 10<sup>th</sup> day of March, 1969.

WITNESSES:

WEST FOREST OAKS, INC.

Jane L. Dixon  
Dorothy A. Delbart

BY: Blairne D. Harrison  
BLAIRNE D. HARRISON, Vice President

FILED FOR RECORD  
MAR 11 11 31 AM '69

Holt B. Harrison  
HOLT B. HARRISON, Notary Public

RECORDED IN THE PUBLIC RECORDS  
CON BY 2061 FOL 44  
BY Dorothy M. King

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AMENDMENT TO RESTRICTIONS  
SHERWOOD FOREST SUBDIVISION TWELFTH FILING

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

We, the undersigned property owners, in the presence of the undersigned competent witnesses, each a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana, herewith declare that we are the owners of Eighty three (83) lots or parcels of ground, bearing numbers one thousand ninety three (1093) through one thousand one hundred seventy five (1175) and five tracts of ground known as Tract 'A', Tract 'E', Tract 'B', Tract 'C-1', and Tract 'C', inclusive, as designated on the "Final Plat of Sherwood Forest Subdivision, Twelfth Filing", said subdivision plat having been made by Edward E. Evans and Associates, Inc., C.E., dated September 11, 1968, at Baton Rouge, Louisiana, and being part of Tract One (1) of the Charles A. Holcombe Estate, located in Section 8, 38, 75, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, East Baton Rouge Parish, State of Louisiana.

Appearers further declare that there are restrictions of record in the office of the Clerk and Recorder for the Parish of East Baton Rouge, State of Louisiana, dated March , 1969, executed before Holt B. Harrison, Notary Public, affecting the above described property and appearers desire and hereby amend these restrictions in the following particulars, and no further, to-wit:

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Paragraph 1. of said restrictions shall be amended to read as follows:

"1. Except as hereinafter provided, all of the lots contained in this subdivision are hereby designated as double family lots, and no building shall be erected, altered, placed or permitted to remain on any lot other than a double family dwelling not to exceed two (2) stories in height and off street parking for not less than three (3) cars."

Paragraph 3. of said restrictions shall be amended to read as follows:

"3. The minimum requirements for residential structures are set out as follows: For double family residences 1800 square feet of total heated living area. The minimum requirements for horizontal roof area shall be 2200 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.

Thus executed in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 29<sup>th</sup> day of Feb., 1970.

WITNESSES:

Dorothy A. Gilbert  
Mittler & Co.

Dorothy A. Gilbert  
Mittler & Co.

Dorothy A. Gilbert  
Mittler & Co.

OWNERS:

[Signature]  
OWNER OF Lot No. 1117

[Signature]  
OWNER OF LOTS NO. 1118, 1119, 1126, 1127, 1128, 1129, 1130, and 1131

WEST FOREST OAKS, INC.

BY: [Signature]  
OWNER OF LOTS NO. 1093 through 1116, 1120 through 1125, 1132 through 1175, and Tracts 'A', 'E', 'B', 'C-1' and 'C'.

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Dorothy A. Gilbert, who being by me first duly sworn, did depose and say that she was a witness to the above and foregoing instrument; that she saw the parties sign the same in her presence and that of the other witness, and knows of her knowledge that the said parties executed said instrument of their own free will and accord, for the uses, purposes and benefits therein expressed.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses on this 24<sup>th</sup> day of January, 1970.

WITNESSES:

Elmeria Ann N. Parnell  
Elaine N. Martin

Dorothy A. Gilbert  
DOROTHY A. GILBERT

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W. H. [Signature]  
NOTARY PUBLIC

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RECORDED PSH E. D. R.  
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MTG. BR. [Signature]  
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ACT OF RESTRICTIONS

STATE OF LOUISIANA

ORIG 803 RMDL 10454

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED: HOLT B. HARRISON, a resident of the Parish of East Baton Rouge, Louisiana, who after being duly sworn, did declare that he is owner, of four (4) tracts of land known as Tract A-1, Tract E, Tract B and Tract C-1 containing 2.28 acres more or less and being designated on a map entitled Final Plat of Sherwood Forest Subdivision, Twelfth Filing, Being Tract One of the Charles A. Holcombe Estate, Located in sections 8, 38, 8 75, T-7-S, R-2-E, Greensburg Land District of Louisiana, East Baton Rouge Parish, Louisiana, for West Forest Oaks, Inc., prepared by Edward E. Evans and Associates, Inc., Consulting Engineers, dated September 11, 1968, a copy of said map attached hereto and made a part hereof. Said map being paraphed "Ne Varietur" by me, Notary, for identification herewith. Said Tracts being more particularly described as follows;

Tract E - 0.49 Acres: Beginning at a point and corner at the Southeast Corner of Goodwood Drive and Flannery Road at a concrete monument and the Point of beginning South 6 degrees, 8 minutes, 23 seconds East a distance of 150 feet along a curve to a point and thence North 84 degrees, 46 minutes, 25 seconds East a distance of 150 feet to a point, thence North 2 degrees, 1 minute, 48 seconds East a distance of 141.40 feet to a point and corner, thence North 21 degrees, 39 minutes, 30 seconds a distance of 151.10 feet along a curve to a point and corner and the Point of Beginning.

Tract A-1 - 0.91 Acres: Beginning at a point and corner at the Southeast Corner of Goodwood Drive and Flannery Road at a concrete monument and the Point of beginning South 6 degrees, 8 minutes, 23 seconds East a distance of 150 feet along a curve, thence 09 degrees, 10 minutes 59 seconds East a distance of 224.35 feet along a curve to a concrete monument, thence South 14 degrees East a distance of 37.35 feet to a concrete monument and a point and corner, thence North 50 degrees East a distance of 215 feet to a concrete monument thence North 12 degrees, 24 minutes, 51 seconds East a distance of 105.31 feet to a concrete monument and point and thence North 70 degrees, 47 minutes, 29 seconds West a distance of 90.24 feet thence North 84 degrees, 46 minutes, 25 seconds East a distance of 150 feet to a point.

Tract B - 0.45 Acres: Beginning at a point and corner at the Northeast Corner of Goodwood Drive and Flannery Road at a concrete monument and the Point of Beginning South 81 degrees, 52 minutes, 58 seconds East a distance of 15.80 feet, thence South 23 degrees, 24 minutes, 27 seconds East along a curve a

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distance of 131.65 feet thence North 8 degrees, 26 minutes East a distance of 113.48 feet to a point thence North 81 degrees, 34 minutes West a distance 150 feet thence Southeast 5 degrees, 27 minutes, 41 seconds a distance of 141.00 feet to a concrete monument and the Point of Beginning.

Tract C-1 - 0.43 Acres: Beginning at a point and corner at the Northeast Corner of Goodwood Drive and Flannery Road at a concrete monument and thence South 81 degrees, 52 minutes, 58 seconds East along a curve a distance of 15.80 feet, thence South 23 degrees, 24 minutes, 27 seconds, East a distance of 131.65 feet thence to a point and thence North 8 degrees, 26 minutes, East a distance of 113.48 feet to a the Point of Beginning, thence North 81 degrees, 34 minutes, West a distance of 150 feet to point, thence Southwest 8 degrees, 26 minutes, West a distance of 125 feet to a point, thence North 81 degrees, 34 minutes, West a distance of 150 feet to a point and corner thence South 8 degrees, 26 minutes, West a distance of 125 feet to a point and the Point of Beginning.

APPEARERS further declare that they have established and do hereby establish the following restrictions and covenants for the benefit of said abovedescribed property, which restrictions and covenants shall run with the land and shall inure to the benefit of and shall be binding upon said appearers, and all purchasers, future owners or occupants of any portion thereof, their heirs, successors and assigns, to-wit:

1. That said Appearers have established and hereby establish the following building restrictions and conditions of Tract A-1, Tract E, Tract B, and Tract C-1, and they are hereby designated as commercial and multi-family dwellings including apartments, duplexes, fourplexes, townhouses or any other multi-family type dwellings. The following uses are specifically prohibited,
  - (a) Scrap or junk yards.
  - (b) Demolition yards.
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards.
  - (d) Abattoir and/or slaughterhouse.
  - (e) Lounge and/or bar.
2. No building shall be erected, placed, or altered on any lot until two (2) sets of construction plans and specifications and a plan showing the location (plot plan) of the structure have been approved by the Architectural Control Committee as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications, and plot plan shall be retained by the Architectural Control Committee. The front of any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick, glass, stone or any combination thereof acceptable to the Architectural Control Committee, it being specifically understood that the use of stucco, asbestos siding, imitation brick siding, permastone, metal or galvanized iron on exterior of said building fronts are prohibited. It is understood that the outside construction of the rear and two sides of said building may be of other materials acceptable to the Architectural Control Committee.
3. The outside structure of any building must be completed with twelve (12) months after the pouring of the foundation of the building.

servitude.

5. Parking of vehicles shall be permitted only in well defined parking areas with the parking area to be paved with concrete or blacktop. No parking shall be permitted other than on the said well defined areas surfaced as above set forth.
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. No fence shall be erected on any lot beyond the front building set-back line of that lot, nor shall any fence be erected on any lot prior to the construction of a building thereon.
8. No building shall be occupied until the exterior is completely finished.
9. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any lot at any time as a place of business either temporarily or permanently, except movable construction shacks during construction period only. No structure, in addition to the main building, either of temporary or permanent construction, may be constructed without first having been approved by the Architectural Control Committee, and such building must conform in every respect, including materials, with the exterior construction of the main building constructed on the lot.
10. All purchasers who do not build must maintain their site free of debris, high grass, and weeds, and the Architectural Control Committee has the right to expend up to TWO HUNDRED AND NO/100 DOLLARS (\$200.00) in any one year to see that the grass is cut, and to charge the lot or lots with the costs for the work involved, and to file a lien against the said lot after a registered notice shall have been sent to the owner and a period of thirty (30) days shall have lapsed without any payment for said work so performed.
11. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system approved by the East Baton Rouge Parish Health Unit.
12. An Architectural Control Committee composed of Holt B. Harrison, Anne Marron Harrison, and Katheryn E. Pourciau are 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.
13. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee herein provided for shall serve until all of said tract has been developed and sold. In addition, the decision of the Architectural Control Committee in the event of any dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lots, shall be final and non-appealable.

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, in writing, 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 relative covenants shall be deemed to have been fully complied with.
15. 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 thirty-five (35) years from date these covenants shall be 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.
16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violations or to recover damage.
17. 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 witnesses, this 10th day of November, 1993.

WITNESSES:

Kathleen E. Puscian  
Yvonne G. Smith

Holt B. Harrison  
Holt B. Harrison

Barry J. Peak  
Notary Public