

DEED RESTRICTIONS

SHERWOOD FOREST

1ST FILING, LOTS 1 TO 180

ARCHITECTURAL CONTROL COMMITTEE

W. D. LLOYD

LEWIS MANSON

J. C. MURPHY

GEORGE R. THOMPSON

SHERWOOD FOREST SUBDIVISION

STATE OF LOUISIANA

Orig. 88 3558

EAST BATON ROUGE PARISH

BEFORE ME, the undersigned authority, Notary 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 authorized President of Sherwood Forest Co., Inc., a private corporation organized under the Laws of Louisiana and domiciled in East Baton Rouge Parish thereof, who declared that said corporation is the owner of 180 lots bearing numbers one (1) through one hundred eighty (180) inclusive,

Sherwood Forest Subdivision, First Filing, and being a portion of the J. C. Murphy Tract and located in Sections 37 and 75, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana, said subdivision having been laid out by Edward E. Evans, E. E., and dated Baton Rouge, Louisiana, June 15, 1955, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "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 or 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:

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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 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 is set out as follows:
 - a) For single-story residence 1250 square feet of living area. The minimum requirements for the horizontal roof area shall be 1750 square feet.
 - b) For two-story residence 1800 square feet total of living area with a minimum of 1250 square feet of living area on the ground floor. The minimum roof area shall be 1750 square feet.

The above set out living areas are exclusive of open porches and carports or garages. The above set out roof areas are inclusive of porch, carport and/or garage roofs. *H. B. P.*

4. No building shall be located on any lot nearer to the front lot line than forty (40) feet, nor nearer to the side property line than ten (10) feet. Garages and car ports may be attached to main dwelling but must not be nearer to the side property line than five (5) feet. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of a building, ~~provided, however, that this shall not be construed to include any portion of a building on a lot which encroaches upon another lot.~~ A maximum building set-back line of sixty (60) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to any sideline or closer than ten (10) feet to rear lot line. W.D.P.
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 of said premises.
11. No fence shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than forty (40) feet.
12. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exterior. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Residences proposed to be constructed with exteriors of materials other than the above are subject to disapproval by the Architectural control committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.
13. An Architectural control committee composed of Lewis F. Munson, George R. Thompson, W. 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 member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
14. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have fully complied with.

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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 twenty-five 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.

16. 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.

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.

THIS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 28 day of July

July 1955.

WITNESSES:

Myrtle H. Pettit
George Jenkins

SHERWOOD FOREST COMPANY, INC.

BY: H. Baucum Parker, Sr.
H. Baucum Parker, Sr. President

Carlo H. Hyatt
NOTARY PUBLIC

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FILED FOR RECORD
AT 10:40 O'CLOCK 2 M
AUG 1 1955

W. C. Clark
BY CLERK AND RECORDER

Duly recorded in Book No. 1179
Page 375 of the Conveyance
Records of the Parish of East Baton
Rouge, La. Page 1
19 55 at 10:40 o'clock 2 M

Armena H. Nines
BY CLERK & RECORDER

"Recorded in the official record of the Clerk of the Court of East Baton
Rouge Parish, Louisiana on _____ as Original _____"

Bundle _____"