

DEED RESTRICTIONS

SHERWOOD FOREST

20TH. FILING, LOTS 1774 TO 1778

ARCHITECTURAL CONTROL COMMITTEE

JACK RANDOLPH HARELSON

WESSIE MAE BROWN HARELSON

C STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG 62 BNDL 10525

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:

WESSIE MAE BROWN HARELSON
TRUSTEE OF THE JACK J. HARELSON TESTAMENTARY TRUST NO. 1 FOR JACK RANDOLPH HARELSON established under the Last Will and Testament of Jack J. Harelson dated April 16, 1985 (herein "Appearer"),

who, after being duly sworn, did declare that:

Appearer is the owner of five (5) lots or parcels of ground bearing numbers 1774, 1775, 1776, 1777, and 1778, inclusive, in that subdivision known as Sherwood Forest, Twentieth Filing, and being shown on the "Final Plat of Sherwood Forest Subdivision, Twentieth Filing, Being a Subdivision of a 2.65 Acre Portion of the Jack J. Harelson Property Located in Section 75, Township 7 South, Range 2 East, Greensburg Land District, East Baton Rouge Parish, Louisiana", made by Ferris Engineering & Surveying, Inc., dated April 29, 1994, a copy of which is on file and of record in Original 974 Bundle 10512 of the official records of East Baton Rouge Parish, Louisiana.

Appearer declared that she has established and does hereby establish certain building restrictions and conditions for the benefit of the said Lots 1774, 1775, 1776, 1777, and 1778, Sherwood Forest, Twentieth Filing. Appearer specifically declared that the restrictions set forth herein do not apply to Lots 1779 and 1780, Sherwood Forest, Twentieth Filing, as shown on the map hereinabove referred to. The restrictions and conditions affecting the said Lots 1774, 1775, 1776, 1777, and 1778, Sherwood Forest, Twentieth Filing shall be binding upon and enforceable by the present or future owners of said lots, it being the intention of Appearer to establish these restrictions as servitudes and covenants running with the land and applicable to each of the above described and numbered lots, said restrictions being set out as follows, to-wit:

1. Lots 1774, 1775, 1776, 1777, and 1778, Sherwood Forest, Twentieth Filing, are hereby designated as residential lots and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two stories in height and a private garage or carport for not less than 2 cars and for not more than 4 cars. All carports and garages must be in the rear of the residence.

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. In no case can a fence extend beyond the front line of the residence.
3. The minimum requirements for residential structures are set out as follows:
 - (a) For single-story residences, 2,200 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2,600 square feet.
 - (b) For one and one-half story residences, 2,400 square feet total of heated living area with a minimum of 1,800 square feet of heated living area on the ground floor. The minimum roof area shall be 2,100 square feet.
 - (c) For full two-story residences, 1,400 square feet of heated living area on each floor. The minimum roof area shall be 1,850 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 porches, carports and garages.

4. No building shall be located on any lot nearer to the front line than that building line as shown on the map hereinabove referred to nor nearer to the side property line than 10 feet. For the purpose of this covenant, eaves and steps and open porches shall not be considered as part of the building. Detached garages and/or accessory buildings shall not be erected closer than 10 feet to rear lot line.
5. Easements for installation and maintenance of utilities, drainage facilities and sidewalks are reserved as shown on hereinabove referred to map.
6. No commercial business or noxious or offensive trade or activity shall be conducted on any of the five lots, 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 of said lots for the construction of houses on the same lots.
7. No sign of any kind shall be displayed to the public view on any lot except a sign of no more than five (5) square feet advertising the property for sale or rent or customary signs used by a builder 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.
8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil well, tank, tunnel, mineral excavation or shaft be permitted upon or in any lot. 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.

9. No house trailers or commercial vehicles shall be kept, stored, repaired or maintained on any of said five lots or on the servitudes or rights-of-way adjacent thereto in any manner which would detract from the appearance of the subdivision.
10. 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.
11. 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 that they are not kept, bred or maintained for any commercial purposes.
12. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exteriors. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Residences proposed to be constructed with exteriors of material 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 Wessie Mae Brown Harelson and Jack Randolph Harelson is hereby authorized and appointed. Either member of the Committee may designate the other to act for it. In the event of death of either member of the Committee or resignation, the remaining member shall have full authority to designate a successor. Neither the members nor the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after three (3) years, 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.
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, 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.
15. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded map hereinabove referred to; provided, however, this does not prohibit the use of more than one lot for one residence.
16. No garage apartments are to be erected or to be used as a residence except as a residence for domestic servants to the occupants of the main residential premises.
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. 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.

THUS DONE AND SIGNED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, this 20th day of May, 1994.

WITNESSES:

Jays Scott
Louise W. McGee

Wessie Mae Brown Harelson
Wessie Mae Brown Harelson, Trustee of
the Jack J. Harelson Testamentary Trust
No. 1 for Jack Randolph Harelson established
under the Last Will and Testament of Jack J.
Harelson dated April 16, 1985

[Signature]
Notary Public

62 10525
ORIG 62 BNDL 10525
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
1994 JULY 13 PM 01:40:14
FTL BK FOLIO
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER

C

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ORIG 846 BND 10510

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:

WESSIE MAE BROWN HARELSON
TRUSTEE OF THE JACK J. HARELSON TESTAMENTARY TRUST NO. 1 FOR JACK RANDOLPH HARELSON established under the Last Will and Testament of Jack J. Harelson dated April 16, 1985 (herein "Apparar"),

who, after being duly sworn, did declare that:

Apparar is the owner of five (5) lots or parcels of ground bearing numbers 1774, 1775, 1776, 1777, and 1778, inclusive, in that subdivision known as Sherwood Forest, Twentieth Filing, and being shown on the "Final Plat of Sherwood Forest Subdivision, Twentieth Filing, Being a Subdivision of a 2.65 Acre Portion of the Jack J. Harelson Property Located in Section 75, Township 7 South, Range 2 East, Greensburg Land District, East Baton Rouge Parish, Louisiana", made by Ferris Engineering & Surveying, Inc., dated April 29, 1994, a copy of which is on file and of record in Original _____ Bundle _____ of the official records of East Baton Rouge Parish, Louisiana.

Apparar declared that she has established and does hereby establish certain building restrictions and conditions for the benefit of the said Lots 1774, 1775, 1776, 1777, and 1778, Sherwood Forest, Twentieth Filing. Apparar specifically declared that the restrictions set forth herein do not apply to Lots 1779 and 1780, Sherwood Forest, Twentieth Filing, as shown on the map hereinabove referred to. The restrictions and conditions affecting the said Lots 1774, 1775, 1776, 1777, and 1778, Sherwood Forest, Twentieth Filing shall be binding upon and enforceable by the present or future owners of said lots, it being the intention of Apparar 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. Lots 1774, 1775, 1776, 1777, and 1778, Sherwood Forest, Twentieth Filing, are hereby designated as residential lots and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two stories in height and a private garage or carport for not less than 2 cars and for not more than 4 cars. All carports and garages must be in the rear of the residence.

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. In no case can a fence extend beyond the front line of the residence.
 3. The minimum requirements for residential structures are set out as follows:
 - (a) For single-story residences, 2,200 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2,600 square feet.
 - (b) For one and one-half story residences, 2,400 square feet total of heated living area with a minimum of 1,800 square feet of heated living area on the ground floor. The minimum roof area shall be 2,100 square feet.
 - (c) For full two-story residences, 1,400 square feet of heated living area on each floor. The minimum roof area shall be 1,850 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 porches, carports and garages.
4. No building shall be located on any lot nearer to the front line than that building line as shown on the map hereinabove referred to nor nearer to the side property line than 10 feet. For the purpose of this covenant, eaves and steps and open porches shall not be considered as part of the building. Detached garages and/or accessory buildings shall not be erected closer than 10 feet to rear lot line.
 5. Easements for installation and maintenance of utilities, drainage facilities and sidewalks are reserved as shown on hereinabove referred to map.
 6. No commercial business or noxious or offensive trade or activity shall be conducted on any of the five lots, 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 of said lots for the construction of houses on the same lots.
 7. No sign of any kind shall be displayed to the public view on any lot except a sign of no more than five (5) square feet advertising the property for sale or rent or customary signs used by a builder 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.
 8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil well, tank, tunnel, mineral excavation or shaft be permitted upon or in any lot. 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.

9. No house trailers or commercial vehicles shall be kept, stored, repaired or maintained on any of said five lots or on the servitudes or rights-of-way adjacent thereto in any manner which would detract from the appearance of the subdivision.
10. 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.
11. 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 that they are not kept, bred or maintained for any commercial purposes.
12. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exteriors. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Residences proposed to be constructed with exteriors of material 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 Wessie Mae Brown Harelson and Jack Randolph Harelson is hereby authorized and appointed. Either member of the Committee may designate the other to act for it. In the event of death of either member of the Committee or resignation, the remaining member shall have full authority to designate a successor. Neither the members nor the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after three (3) years, 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.
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, 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.
15. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded map hereinabove referred to; provided, however, this does not prohibit the use of more than one lot for one residence.
16. No garage apartments are to be erected or to be used as a residence except as a residence for domestic servants to the occupants of the main residential premises.
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. 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.

THUS DONE AND SIGNED in my office in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, in the presence of the undersigned competent witnesses, this 20th day of May, 1994.

WITNESSES:

Jaye Scott
Laura W. McGee

Wesley Mae Brown Harelson
Wesley Mae Brown Harelson, Trustee of
the Jack J. Harelson Testamentary Trust
No. 1 for Jack Randolph Harelson established
under the Last Will and Testament of Jack J.
Harelson dated April 16, 1985

[Signature]
Notary Public

ORIG 846 BND 10510

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

1994 MAY 23 AM 11:03:03
FTL BN FOLIO

DOUG WELBORN
CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY
BY _____

DEPUTY CLERK & RECORDER