

DEED RESTRICTIONS

SHERWOOD FOREST

3RD. FILING, LOTS 327 TO 330
337 TO 390

ARCHITECTURAL CONTROL COMMITTEE

W. D. LLOYD

LEWIS P. MANSON

J. C. MURPHY

GEORGE R. THOMPSON

Orig. 35 Bds. 49/6

RESTRICTIONS

SHERWOOD FOREST SUBDIVISION

THIRD FILING

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as owners of 58 lots bearing numbers Three Hundred Twenty-seven (327) through Three Hundred Thirty (330), inclusive, and Lots Three Hundred Thirty-seven (337) through Three Hundred Ninety (390), inclusive, in that Subdivision known as Sherwood Forest Subdivision, Third 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, C. E. dated Baton Rouge, Louisiana, January 20, 1959, a copy of which has been filed as Original 18, Bundle 4372, of the Original Notarial Records of the Parish of East Baton Rouge, do make and 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:

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) single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not 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 has 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 unless similarly approved.

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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 attached garage roofs.

4. No building shall be located on any lot nearer to any street property line than thirty (30) feet nor nearer to the side property line than eight (8) feet. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than eight (8) 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 fifty (50) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than eight (8) feet to any side line or closer than ten (10) feet to rear lot line. On corner lots, no building shall be erected closer than thirty (30) feet to the side street property line.

5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

6. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, however, this does not prohibit the use of more than one (1) lot for one (1) residence.
8. No garage apartments are to be erected or to be used as residence except as a residence for domestic servants to the occupants of the main residential premises.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. No livestock shall be kept on said premises.

11. No fence shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than thirty (30) feet.

12. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exterior. Residences and accessory buildings shall be constructed with exteriors of not less than 80% brick, brick veneer or approved masonry or approved 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 P. Manson, 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 or duties.

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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 specification 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 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 of 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.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, on this 31 day of March, 1961.

WITNESSES

Josephine G. Dulbeck
Lucille Rivers

ROBIN HOOD, INC

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

John O'Dwin

NOW INTO THESE PRESENTS, personally came and appeared:

GEORGE R. THOMPSON, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Barbara Bailey Thompson, born Bailey, who declared that he is the owner of LOT THREE HUNDRED THIRTY-NINE (339), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

HAROLD LANE THOMPSON, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Shirley Russell Thompson, born Russell, who declared that he is the owner of LOT THREE HUNDRED THIRTY-EIGHT (338), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

LEWIS P. MANSON, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Reba Exley Manson, born Exley, who declared that he is the owner of LOT THREE HUNDRED FIFTY-FOUR (354), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

JACK W. DYER, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Dorothy Rochester Dyer, born Rochester, who declared that he is the owner of LOT THREE HUNDRED EIGHTY-FIVE (385), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

CHARLES DAVID LEVY and BERNADINE ANN RICCA LEVY, born Ricca, of lawful age of majority and residents of the Parish of East Baton Rouge, State of Louisiana, married to and living with each other, who declared that they are the owners of LOT THREE HUNDRED EIGHTY-THREE (383), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

RAY W. BURGESS, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Melva Dinkel Burgess, born Dinkel, who declared that he is the owner of LOT THREE HUNDRED EIGHTY-FOUR (384), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

WARREN I. POL, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Lorraine Hennrich Pol, born Hennrich, who declared that he is the owner of LOT THREE HUNDRED FORTY-ONE (341), SHERWOOD FOREST SUBDIVISION, THIRD FILING;

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GERALD L. BARKSDALE, of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Pattie Joe Haynes Barksdale, born Haynes, who declared that he is the owner of LOT THREE HUNDRED SEVENTY-SEVEN (377), SHERWOOD FOREST SUBDIVISION, THIRD FILING; and

PRESTON M. FLOYD, JR., of lawful age of majority and a resident of the Parish of East Baton Rouge, State of Louisiana, married to and living with Georgia Crosswell Floyd, born Crosswell, who declared that he is the owner of LOTS THREE HUNDRED TWENTY-NINE (329), THREE HUNDRED FORTY-TWO (342), THREE HUNDRED FORTY-THREE (343), THREE HUNDRED FORTY-FOUR (344), THREE HUNDRED FORTY-FIVE (345), THREE HUNDRED FORTY-SIX (346), THREE HUNDRED FORTY-SEVEN (347) and THREE HUNDRED FORTY-EIGHT (348), SHERWOOD FOREST SUBDIVISION, THIRD FILING.

Apparers declared that they are the owners of all of the lots in that subdivision known as SHERWOOD FOREST SUBDIVISION, THIRD FILING, as shown on the official plan of said subdivision entitled "Final Plat of Sherwood Forest Subdivision, Third Filing, Being a Portion of the J. C. Murphy Tract and Located in Sections 37 and 75, T-7-S, R-2-E, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana for Robin Hood, Inc.", prepared by Edward E. Evans, C. E., dated January 20, 1959, a copy of which is on file and of record in Original 91 of Bundle 4094 of the official records of the Parish of East Baton Rouge, Louisiana.

Apparers further declared that they appear herein with Robin Hood, Inc., to establish, for the benefit of said property, those certain building restrictions and conditions hereinabove set forth and they hereby agree to, consent to and join in the establishing of these 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.

WITNESS THE HAND of said Apparers at Baton Rouge, Louisiana, on this 31st day of March, 1961, in the presence of the undersigned competent witnesses.

WITNESSES:

[Signature]
[Signature]
[Signature]

[Signature]
George P. Thompson

WITNESSES:

~~Lucille Riviere~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Harold Lane Thompson~~
Harold Lane Thompson

~~Mary Rappolo~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Lewis P. Manson~~
Lewis P. Manson

~~Mary Rappolo~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Jack H. Dyer~~
Jack H. Dyer

~~Mary Rappolo~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Charles David Levy~~
Charles David Levy

~~Mary Rappolo~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Bernadine Ann Ricca Levy~~
Bernadine Ann Ricca Levy

~~Mary Rappolo~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Ray J. Burgess~~
Ray J. Burgess

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~~Mary Rappolo~~
~~Camarina E. Fullard~~
~~H. B. ...~~

~~Warren I. Pol~~
Warren I. Pol

~~Mary Rappolo~~
~~Camarina E. Fullard~~
Lucille Riviere

~~...~~
...

~~Mary Rappolo~~
~~Camarina E. Fullard~~
Mary Rappolo

~~Preston M. Floyd, Jr.~~
Preston M. Floyd, Jr.

STATE OF LOUISIANA
 PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, came and appeared:

GERALDINE E. JULLOCK
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she is one who declared that ~~she is one~~ of the witnesses to the signatures in the above and foregoing restrictions of Sherwood Forest Subdivision, Third Filing, and that the said parties executed said restrictions in her ~~her~~ ^{she} presence and ~~they~~ ^{she} duly witnessed said signatures, all parties declaring that they are fully cognizant of the purport and intent of said restrictions, and that they signed the same as their own act and deed, all as set forth in said restrictions.

This acknowledgment having been made before me, on this 6th day of June, 1961, in the presence of the undersigned competent witnesses.

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WITNESSES:

Frances Hardin
Frances Hardin

Geraldine E. Jullock
Geraldine E. Jullock
~~XX~~

Naomi K. Long
Naomi K. Long

[Signature]
~~XX~~

Carlos G. Spacht
Carlos G. Spacht NOTARY PUBLIC

FILED FOR RECORD
 JUN 26 4 43 PM '61
 RECORDED IN L.S.R.
 CON BK 1576 FOL 106
 MTO. BK _____ FOL _____
Mary M. Lauricau
 DEPUTY CLERK & APPROVER