

DEED RESTRICTIONS

SHERWOOD FOREST

5TH. FILING, LOTS 279 TO 293
304 TO 326
421 TO 495

ARCHITECTURAL CONTROL COMMITTEE

KENNETH S. DAY

EDWARD E. EVANS

WM. H. LEBLANC, JR.

ACT PRESCRIBING RESTRICTIONS AND BUILDING CONDITIONS
WITH RESPECT TO
SHERWOOD FOREST SUBDIVISION, FIFTH FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 28th day of June, 1963, before me, Harvey H. Posner, Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

- - - - -BATON ROUGE HOME SITES, INC.,- - - - -

a corporation organized and existing under the laws of the State of Louisiana with its domicile in the Parish of East Baton Rouge in said State, herein represented by William H. LeBlanc, Jr., its President, hereunto duly authorized by virtue of a resolution of the Board of Directors of said corporation adopted at a meeting of said board held on June 21, 1963, a certified copy of which resolution is attached hereto and made a part hereof,

who declared that said Baton Rouge Home Sites, Inc., is the owner of all of the one hundred thirteen (113) lots or parcels of ground (bearing Numbers 279 through 293, both inclusive, 304 through 326, both inclusive, and 421 through 495, both inclusive) which constitute that certain tract or subdivision which is delineated on a map prepared by Edward E. Evans and Associates, Inc., Consulting Engineers, dated April 2, 1963, entitled "Final Plat of Sherwood Forest Subdivision, Fifth Filing, Being a Portion of the J. C. Murphy Tract, Located in Sections 37 & 75, T-7-S, R-2-E, Greensburg Land District of La., East Baton Rouge Parish, Louisiana", a blueprint of which map is attached hereto and made a part hereof and paraphrased "Ne Varietur" by me, Notary, for identification herewith; and that

Baton Rouge Home Sites, Inc., has established and it hereby establishes the following restrictions and covenants for the benefit of said property, which restrictions and conditions shall run with the land and shall inure to the benefit of, and shall be binding upon, said Baton Rouge Home Sites, Inc., and all of the purchasers, future owners, or occupants of any portion thereof, their heirs, successors and assigns, to-wit:

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1712

1. All of the lots contained in this subdivision are hereby designated as residential, and they shall be used for none other than residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one half stories in height with usual and appropriate outbuildings and a private garage and/or carport to house no less than two (2) nor more than four (4) automobiles. The owner of any two adjoining lots may erect a residence on said two lots, which shall be considered for the purpose of these restrictions as one building lot. No school, church, assembly hall or fraternal group home shall be built or permitted on any lots of said subdivision.
2. The minimum area of residential structures shall be as follows:
- (a) With respect to Lots Nos. 279 through 293, both inclusive:
- (i) A single story residence shall contain no less than two thousand (2000) square feet of living area and no less than two thousand five hundred (2500) square feet of horizontal roof area;
- (ii) A one and one half story or two story residence shall contain no less than two thousand five hundred (2500) square feet of living area, with a minimum of one thousand eight hundred (1800) square feet thereof on the ground floor, and no less than two thousand three hundred (2300) square feet of horizontal roof area.
- (b) With respect to Lots Nos. 480 through 495, both inclusive:
- (i) A single story residence shall contain no less than one thousand seven hundred (1700) square feet of living area and no less than two thousand two hundred (2200) square feet of horizontal roof area;
- (ii) A one and one half story or two story residence shall contain no less than two thousand one hundred (2100) square feet of living area, with a minimum of one thousand five hundred (1500) square feet thereof on the ground floor, and no less than two thousand (2000) square feet of horizontal roof area.
- (c) With respect to Lots Nos. 304 through 326, both inclusive, and with respect to Lots Nos. 421 through 479, both inclusive:
- (i) A single story residence shall contain no less than one thousand six hundred (1600) square feet of living area and no less than two thousand one hundred (2100) square feet of horizontal roof area;
- (ii) A one and one half story or two story residence shall contain no less than two thousand (2000) square feet of living area, with a minimum of one thousand four hundred (1400) square feet thereof on the ground floor, and no less than one thousand nine hundred (1900) square feet of horizontal roof area.

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In determining the "living area", open porches, screened porches, porches with removable storm windows, breezeways, patios, landings, outside or unfinished storage or utility areas, garages and carports shall not be included, but the "horizontal roof area" may

include the roofs of these portions of the residence building.

3. (a) No residence or building of any kind shall be located on any lot nearer to the "front lot line" or nearer to the "side street line" than the building line shown on the aforesaid plat of survey of said subdivision. In no event shall any building, including attached garages and/or carports, on Lots Nos. 279 through 293, both inclusive, be located any nearer than fifty (50') feet to the front lines thereof or any nearer than eight (8') feet to the sidelines thereof; and no residence shall be set back more than seventy (70') feet from the front lines of said lots. In no event shall any building on any of the other lots within said subdivision be located any nearer than forty (40') feet to the front lines thereof or any nearer than fifteen (15') feet to any side street line or nearer than eight (8') feet to any interior lot line; no residence shall be set back more than sixty (60') feet from the front lines of said lots. Notwithstanding any of the foregoing provisions hereof detached garages and/or other permitted accessory buildings may be erected as near as five (5') feet to any side line and as near as ten (10') feet to the rear lot line.
- (b) For the purposes of these restrictions the "front lot line" of a lot is construed to mean that property line which fronts on a street. On lots at the corner of two intersecting streets, the "front lot line" shall be that side of the lot having the lesser street frontage; and the "side street line" shall be the side of the lot having the greater street frontage.
- (c) The "rear yard" shall extend across the full width of the lot and shall be the distance between the rear line of the lot and the rear line of the dwelling. The "required rear yard" shall be a yard having a depth of thirty-five (35') feet from the rear lot line, but no less than the minimum required by the Zoning Ordinance for the City of Baton Rouge (Parish of East Baton Rouge); and no residence shall be located on any lot any nearer than thirty-five (35') feet to the rear line of said lot.
- (d) For the purposes of this restriction, eaves and steps shall not be considered as a part of a building, provided, however, that this construction shall not be interpreted to permit any portion of a building to encroach upon another's lot. Nor shall eaves, cornices, buttresses, belt courses, sills and ornamental features, project into the minimum side yard more than forty-eight (48") inches.
4. Servitudes and rights of way for the installation and maintenance of utilities and drainage facilities, as shown on the aforesaid plat, are dedicated to the perpetual use of the public.
5. 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 setback line unless similarly approved.
6. It is contemplated that the exteriors of all residences shall be of brick masonry or brick masonry veneer. No building or structure

shall be constructed of imitation brick, imitation stone or asbestos on the exterior; and said Architectural Control Committee may impose other appropriate and reasonable standards for exterior finishes and materials so that such finishes and materials which it may deem undesirable or which in its discretion detracts from the value of the dwelling itself or the surrounding properties, the general appearance of the neighborhood or the value of the adjacent structures, will not be utilized.

7. The Architectural Control Committee shall be composed of:

William H. LeBlanc, Jr.	-	6515 Greenwell Springs Road, Baton Rouge, Louisiana
Kenner S. Day	-	6515 Greenwell Springs Road, Baton Rouge, Louisiana
Edward E. Evans	-	4755 Convention Street, Baton Rouge, Louisiana

A majority of the committee may designate a representative to act for it. In the event of the 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 in connection with the administration of this covenant. At any time the then record owners of a majority of the lots shall have the right and privilege, by executing and recording in the office of the Clerk and Recorder of the Parish of East Baton Rouge an appropriate 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.

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8. 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 will have been submitted to it or, in any event, if no suit to enjoin the construction will have been commenced prior to the completion thereof, the Committee's approval will not be required, and the related covenants shall be deemed to have been fully complied with.
9. No garage apartment shall be erected or permitted on any lots. However, garages with living quarters may be erected for occupancy by servants domestic to the family residing on such lot; but for no other purpose may said garage be used as living quarters.
10. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn or other out building shall be used as a residence either temporarily or permanently.
11. No commercial business or 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 other lots.
12. 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 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, this limitation shall not apply to the developer of the subdivision.

13. 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 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.
14. No animals, livestock 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.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the premises immediately.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

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THUS DONE AND SIGNED in my office in the City of Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and of me, Notary, on the day, month and year first above written.

WITNESSES:

BATON ROUGE HOME SITES, INC.

Mary Frances Eley
Mary Frances Eley

By: William H. LeBlanc, Jr.
William H. LeBlanc, Jr.
President

Hila B. Amorello
Hila B. Amorello

Harvey H. Posner
HARVEY H. POSNER
Notary Public

R E S O L U T I O N

BE IT RESOLVED that William H. LeBlanc, Jr., President of this Corporation, be and he is hereby authorized, empowered and directed to formulate and promulgate for and on behalf and in the name of this Corporation such protective land restrictions and covenants as he in his sole discretion may deem proper with respect to those one hundred thirteen (113) lots or parcels of ground (bearing numbers 279 through 293, both inclusive, 324 through 326, both inclusive, and 421 through 495, both inclusive) which constitute that certain tract or subdivision which is indicated on a map prepared by Edward E. Evans and Associates, Inc., Consulting Engineers, dated April 2, 1963, entitled "Final Plat of Sherwood Forest Subdivision, Fifth Filing, Being a Portion of the J. C. Murphy Tract, Located in Sections 37 & 73, T-7-S, R-2-S, Gretna Road District of La., East Baton Rouge Parish, Louisiana", the property of this Corporation.

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C E R T I F I C A T E

I, Mrs. June Reynolds LeBlanc, hereby certify that I am the Secretary of Baton Rouge Home Sites, Inc., a corporation organized and existing under the laws of the State of Louisiana with its domicile in the Parish of East Baton Rouge within said State, and that the above is a full, true and correct copy of a resolution adopted by the Board of Directors of said Corporation at a meeting of said Board which was legally called and held at the office of said Corporation in the City of Baton Rouge, Louisiana, on June 20, 1963, at which meeting all of the members of said Board were present and voted therefor, and that said resolution was duly entered upon the minute book of said Corporation and is now in full force and effect.

RECORDED
INDEXED
JUN 21 1963
A 57-211-113
FOR FILE

WITNESS my hand and the seal of this Corporation at Baton Rouge, Louisiana, this 20th day of June, 1963.

Jane Reynolds LeBlanc
Secretary