

DEED RESTRICTIONS

WEST SHERWOOD FOREST

2ND FILING, LOT 40

ARCHITECTURAL CONTROL COMMITTEE

BENJAMIN PAUL DONAWAY

LUCILLE MEYER DONAWAY

Orig. 1 Ed. 5122

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, 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 BENJAMIN PAUL DONAWAY and LUCILLE MEYER DONAWAY, born Meyer, both residents of lawful age of East Baton Rouge Parish, Louisiana, each married but once and then to the other, presently residing and living together in said Parish and State; who, after being duly sworn, did declare that they are the owners of one (1) lot or parcel of ground, bearing number forty (40), and being designated on the final plat of West Sherwood Forest Subdivision, Second Filing, located in Section 12, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana; said subdivision having been laid out by Edward E. Evans, C. E., and dated Baton Rouge, Louisiana, January 14, 1957, revised February 18, 1957, said Lot 40 being more particularly described on a survey map of Lot 40, West Sherwood Forest, Second Filing, East Baton Rouge Parish, Louisiana, for Benjamin Paul Donaway, dated February 13, 1962, by Carey Hodges, C. E., a copy of which survey map is attached hereto and made a part hereof, and which said survey map is paraphrased "Ne Varietur" by me, said Notary, for identification herewith.

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Appearers further declared 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 lot; it being the intention of appearers to establish these restrictions as servitudes and covenants running with the land and applicable to the above described and numbered lot, said restrictions being set out as follows, to-wit:

1. Except as hereinafter provided, the lot described above is hereby designated as a residential lot, and no building shall be erected, altered, placed or permitted to remain on the lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not more than three (3) cars.

2. The minimum requirements for residential structures are 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 area are exclusive of open porches and carports or garages. The above set out roof areas are inclusive of porch, carport, and/or garage roofs.

3. No building shall be located on any lot nearer to the front lot line than thirty-five (35) feet, nor nearer to the side property line than ten (10) feet. Garages and carports 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 not be considered as part of the building. 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 side line or closer than ten (10) feet to rear lot line.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. No livestock shall be kept on said premises.

10. No fence shall be erected on said lot beyond the front building set-back line of that lot, nor nearer any street than thirty-five (35) feet.

11. No building or structure shall hereafter be constructed using imitation brick, imitation stone or asbestos on the exterior. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer.

12. 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 the then owner of said lot has been recorded, agreeing to change said covenants in whole or in part.

13. 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.

14. 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 PASSED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 15th day of May, 1962.

WITNESSES:

Martha Cox
MARTHA COX

Benjamin Paul Donaway
BENJAMIN PAUL DONAWAY

Rita Vicknair
RITA VICKNAIR

Lucille Meyer Donaway
LUCILLE MEYER DONAWAY

Lyle E. Smith, Jr.
LYLE E. SMITH, JR., NOTARY PUBLIC

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RECORDED FOR S.G.R.
CONCER 1634 FOL 235
MTG. BK
DEPUTY CLERK & RECORDER

DEED RESTRICTIONS

WEST SHERWOOD FOREST

2ND. FILING, LOTS 41 TO 72

ARCHITECTURAL CONTROL COMMITTEE

GENE BRIDGES

ROGERS

THOMPSON

R. B. ALEXANDER

BENTON HARELSON

LOU MANSON

LOUIS B

GEORGE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, 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 HOLT T. HARRISON, married to and living with Elmira Harelson, and LOUIS B. ROGERS, married to and living with Laverne Hartman Rogers, both residents of the Parish of East Baton Rouge, Louisiana, who, after being duly sworn, did declare that they are the owners of thirty-two (32) lots or parcels of ground, bearing numbers forty-one (41) through seventy-two (72), inclusive, and being designated on the final plat of West Sherwood Forest Subdivision, Second Filing, located in Section 12, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana, said subdivision having been laid out by Edward E. Evans, C. E., and dated Baton Rouge, Louisiana, January 14, 1957, revised February 16, 1957, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ne Varietur" by me, said Notary, for identification herewith.

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Appearers further declared 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 lots, it being the intention of appearers 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. Except as hereinafter provided, 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 (2-1/2) 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 are 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 area 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 forty (40) feet, nor nearer to the side property line than ten (10) feet. Garages and carports may be attached to 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 a building. 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 side line or closer than ten (10) feet to rear lot 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 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 Holt T. Harrison, Gene Bridges, R. B. Alexander, Louis B. Rogers, Benton Harellson, George Thompson, and Lou Nanson 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 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. Lots Fifty-nine (59), Sixty (60), Sixty-one (61), Sixty-two (62), Sixty-three (63), Sixty-four (64), Sixty-nine (69), Seventy (70), Seventy-one (71), and Seventy-two (72); and all of Tract "A" as shown on the plat of West Sherwood Forest, Second Filing, are and each of them are hereby designated as "commercial" and legitimate commercial businesses may be conducted and operated on said commercial lots, except as hereinafter provided as follows, to-wit:

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

(b) No junk yard shall be operated, conducted or maintained on said lots, and none of said lots 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 any of said lots.

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

(f) No other noxious, unsanitary, unsightly, or unusually noisy business, trade, or occupation shall be conducted or operated on any of said lots, nor shall any other business which might be considered a nuisance be conducted or operated thereon.

(g) Nothing herein contained shall be construed as prohibiting the use of these commercial sites for residential purposes, provided that the restrictions for residential or dwelling lots hereinabove set forth shall be complied with.

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 has been recorded, agreeing to change said covenants in whole or in part.

17. 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

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18. 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 23rd day of April, 1957.

WITNESSES:

Sarah B. Russell

Theresa B. Abbott

Holt T. Harrison

Louis B. Rogers

A. B. Boni Grandi
Notary Public

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FILED FOR RECORD
JUN 18 11 59 AM '58
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MIC. 1373
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