

DEED RESTRICTIONS

SHERWOOD FOREST PLACE

1ST FILING, LOTS 1 TO 61

ARCHITECTURAL CONTROL COMMITTEE

M L. DINKEL

E. H. FALCON

JACK O'NEAL

Orig. 27

6036

RESTRICTIONS FOR

SHERWOOD FOREST PLACE SUBDIVISION, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, a Notary Public 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:

TOWN & COUNTRY HOMES, INC., a Louisiana corporation organized and existing under the laws of the State of Louisiana, domiciled and having its principal place of business in the Parish of East Baton Rouge, herein represented by I. W. Knippers, pursuant to a resolution of the Board of Directors of said corporation, a copy of which is on file and of record in the Office of the Clerk and Recorder for said Parish and State, who after being duly sworn, declared the intention of said corporation as follows:

That said corporation is the owner of Sixty-one (61) certain lots or parcels of ground, being Lots Number One (1) through Sixty-one (61), both inclusive, comprising SHERWOOD FOREST PLACE SUBDIVISION, FIRST FILING, which is set out on a map prepared by Jeffrion & Spell, Inc., Consulting Engineers, a copy of which is on file and of record in the Office of the Clerk and Recorder for the Parish of East Baton Rouge.

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The appearers further declare that said corporation has established and does hereby establish certain building restrictions and conditions for the benefit of 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. Lots Number One (1) through Sixty-one (61) inclusive are hereby designated as residential lots, and restricted to residential uses only, 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 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. Any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick or stone (stucco, asbestos siding, cedar shake, concrete block of PREFABRICATED construction being specifically prohibited) and not more than Twenty (20) percent of the exterior, in the discretion of the Architectural Control Committee, may be trimmed in wood or other acceptable materials.

3. The minimum requirement for residential structures is set out as follows:

There shall be a minimum of One Thousand Five Hundred (1,500) square feet of living area in each house, which shall be exclusive of open porches,

garages, carports or storage areas attached to the garage or carport. In the event that the building to be erected shall contain more than one story, then in that event a minimum of One Thousand (1,000) square feet of enclosed living area is required on the first or ground floor.

4. No building shall be located on any lot nearer to the front property line than thirty (30') feet, nor nearer to the side property line than eight (8') feet. Carports must be attached to the main dwelling. For the purpose of this covenant, eaves, steps and open porches shall not be construed as part of a building, provided, however, that this shall not be construed to include any portion of a building on a lot to encroach upon another lot, and provided, however that this shall not be construed to include the garage.

A maximum building setback line of Fifty (50') feet is hereby established.

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. No lot shall be resubdivided except as approved by the City-Parish Planning Commission; however, this does not prohibit the use of more than one lot combined, to form a single residential site.

8. No animals except usual domestic pets shall be kept on said premises.

9. No fence shall be erected on any lot beyond the front of the residence built thereon.

10. 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. No structure, in addition to the main dwelling, whether of temporary or permanent construction, may be constructed without first having been approved by the Architectural Control Committee, and any such building must conform in every respect, including materials, with the exterior construction of the residence constructed on the lot.

11. An Architectural Control Committee composed of I. J. Knippers, William E. Day, Jr. and Frank G. Sullivan is hereby appointed. I. W. Knippers is hereby appointed the Chairman of said Committee. 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee herein provided shall serve until 90% of all lots established in the entire tract of land owned by Town & Country Homes, Inc. and known as SHERWOOD FOREST PLACE, FIRST FILING, shall have been developed and sold. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, shall be final and non-appealable.

12. 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, in writing, 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 relative covenants shall be deemed to have been fully complied with.

13. No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system until the design for

that method of treatment and disposal has been approved by the East Baton Rouge Parish Health Unit. Plans for such system may be obtained from said Health Unit.

14. 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 thirty-five (35) years from the date these covenants shall be 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.

15. No house shall be occupied as a residence until the same is complete.

16. No other noxious, unsanitary, unsightly or unusually noisy business, trade or occupation shall be conducted or operated on these lots, nor shall any other business which might be considered a nuisance be conducted or operated thereon.

17. Parking of school buses and other commercial vehicles is hereby expressly prohibited in SHERWOOD FOREST PLACE SUBDIVISION, FIRST FILING, on any streets adjoining any lots.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damage.

21. Invalidation of any one of these covenants by Judgment of Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

79
THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 24th day of November, 1965.

WITNESSES:

TOWN & COUNTRY HOMES, INC.

Nelda J. Edwards
Nelda J. Edwards

By E. W. Knippers
E. W. Knippers, President

Hilda A. Forrest
Hilda A. Forrest

Bobby L. Forrest
Bobby L. Forrest, Notary Public

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RECORDED PLM E. B. R.
COMBK 1889 FOL 29
MTC. BK. FOL
May M. Roussieu
MAY 1965

41-16532

AMENDMENT TO ACT OF RESTRICTIONS OF
SHERWOOD FOREST PLACE, FIRST FILING

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

We, the parties whose names are hereunto subscribed, being of the full age of majority, and being the owners of a majority of Lots 1 through 61 of Sherwood Forest Place, First Filing, in the aforesaid Parish and State, do hereby declare our intention to amend the "Restrictions For Sherwood Forest Place, First Filing" which are recorded at Conveyance Book 1889, Page 77, as Original 27, Bundle 6036, in the office of the Clerk and Recorder of the aforesaid Parish and State, which restrictions were duly recorded on December 6, 1965, by our ancestor in title, Town & Country Homes, Inc., by amending Paragraph 11 of the said restrictions.

Paragraph 11 of said original restrictions is as follows:

154
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An Architectural Control Committee composed of I. W. Knippers, William E. Day, Jr. and Frank G. Sullivan is hereby appointed. I. W. Knippers is hereby appointed the Chairman of said Committee. 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 representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee herein provided shall serve until 90% of all lots established in the entire tract of land owned by Town & Country Homes, Inc. and known as SHERWOOD FOREST PLACE, FIRST FILING, shall have been developed and sold. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, shall be final and non-appealable.

We do hereby amend the original paragraph 11 of said restrictions to read as follows:

An Architectural Control Committee composed of M. L. Dinkel, E. H. Falcon, and Jack O'Neal is hereby appointed. M. L. Dinkel is hereby appointed the Chairman of said Committee. 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 to complete that member's term of office. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant. The decisions of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, shall be final and non-appealable.

The members appointed by this amendment shall serve for a period of 90 days from the date of recordation of this amendment. Within said 90 day period, the Chairman of the Committee shall receive written nominations from the lot owners in said sub-

division, and on or before the 80th day after recordation hereof, shall distribute ballots to all lot owners for the purpose of electing 3 new members. The three persons receiving the highest number of votes shall be considered elected. In case of a tie, the person receiving the highest number of votes shall select the winner. Results of the election shall be promulgated by written notice to all lot owners on or before the 90th day after recordation hereof.

The then elected committee members will serve for a period of one year at which time, the Chairman, elected by majority vote of the Committee, shall call another election under the same rules as above provided.

Each lot owner shall be entitled to one vote per lot owned. Only property owners in said Subdivision shall be entitled to serve on said Committee; should a Committee member dispose of his property, he shall no longer serve and shall be replaced as if he had resigned.

This amendment is effective from the date of recordation of this instrument in said Conveyance Records.

We have hereunto affixed our signatures in the presence of the undersigned competent witnesses.

WITNESSES:

465 Joseph L. Guanson

Milton L. Dinkel

Milton L. Dinkel

Kent Naguin

Bennie R. Evans

Carlton E. McRight

Lewis J. Ford

Wm. M. Shaver Jr.

Robert D. Owen

James K. Tolbet Jr.

George E. Lutton

George E. Lutton

WITNESSES:

Wm. F. D. [unclear]
Joseph L. Guerin

Willie H. [unclear]
J. J. Gilder
Robert S. Barber
Charles J. [unclear]
F. A. Wiegman
James E. [unclear]
Jim J. Jacob
Pete Hobson
Darryl S. [unclear]
Edwin S. Baron
Kenneth Tammell
John H. Ryan
James M. [unclear]
Joseph R. [unclear]
A. F. Mayo
Jack D. O'Neal
James W. [unclear]

456

WITNESSES:

Wm L. D. [unclear]
Joseph L. Guarniceo

Eddie W. Krupp

Joseph L. Guarniceo

Anthony R. Matto

Raddy B. Jones

Ed. Dalton

Al. Sutton

J. P. Acosta

John C. Wilber

WITNESSES:

458

Recd

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority personally came and appeared,
Milton L. Dembel and Joseph L. Guarnier, who being first
duly sworn did depose and say that these are the witnesses to the foregoing act
and that the signatures thereto are true and genuine, affixed thereto in their
presence.

Joseph L. Guarnier
Milton L. Dembel

SWORN TO AND SUBSCRIBED before me this 21 day of August, 1967.

Notary Signature
NOTARY PUBLIC

459

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CONGR 1979 FOL 454
MTG OR FOL

Melvin Engelhorn
RECORDS

DEED RESTRICTIONS

SHERWOOD FOREST PLACE

3RD. FILING, LOTS 137 TO 169

ARCHITECTURAL CONTROL COMMITTEE

ALLEN A. EISENBRAUN

FRANK FASULIO

C

ORIG 580 8NDL 10485

**ACT OF RESTRICTIONS
SHERWOOD FOREST PLACE SUBDIVISION, THIRD FILING**

BE IN KNOWN that on this 16th day of February, 1994 before me, the undersigned authority, and in the presence of the undersigned competent witnesses, personally came and appeared:

SFP DEVELOPMENT INC., a Louisiana corporation domiciled in East Baton Rouge Parish, whose mailing address is declared to be P. O. Box 15144, Baton Rouge, LA 70895, herein represented by Allan A. Eisenbraun, its President, and Frank J. Fasullo, its Secretary, duly authorized pursuant to a resolution of the Board of Directors of said corporation on file and of record in the office of the Clerk and Recorder of East Baton Rouge Parish (hereafter referred to as the "Developer")

who did depose and say that the Developer is the owner of the following real property to wit:

Thirty three (33) lots or parcels of ground, together with all other buildings and improvements thereon, and all of the component parts thereof, situated in the Parish of East Baton Rouge Parish, State of Louisiana, in that subdivision known as Sherwood Forest Place, Third Filing, and being more particularly designated as Lots 137 through 169, inclusive, according to a map dated December 6, 1993, made by Ronald K. Ferris, P.E., P.L.S., and revised February 9, 1994, entitled "Final Plat of Sherwood Forest Place, Third Filing, Being a subdivision of Tract 'P-1' and the dedication of servitudes on Tract 'P-2' of the original Orcust G. Lively property, located in Sections 5 and 8, Township 7 South - Range 2 East, Greensburg land District, East Baton Rouge Parish, Louisiana for SFP Development, Inc.", a copy of which is on file and of record as Original 230, Bundle 10472, said lots having such measurements and dimensions and being subject to such servitudes as are more particularly shown on said map.

The Developer hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following restrictions and covenants and which restrictions and covenants shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1.
DEFINITIONS

- 1.1 "Property" or "Properties" shall mean and refer to that certain real Property described above.
- 1.2 "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of streets dedicated to the public for public use.
- 1.3 "Developer" shall mean and refer to SFP Development Inc. and to its successors and assigns.
- 1.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities including the Developer, of fee simple title of any Lot.
- 1.5 "Subdivision" shall mean The Third Filing of the Sherwood Forest Place Subdivision.
- 1.6 "Restrictions" shall mean the entire body of this document entitled "Act of Restrictions for the Third Filing of Sherwood Forest Place Subdivision."

1.7 "Association" shall mean the Homeowners Association of the Third Filing of Sherwood Forest Place Subdivision.

1.8 "Committee" shall mean the Architectural Control Committee for the Third Filing of the Sherwood Forest Place Subdivision.

1.9 "Living Area" refers to the mechanically heated and cooled area in the main structure and does not include outside storage rooms, porches, carports or garages.

2.

ARCHITECTURAL CONTROL

2.1 Formation and Purpose. To carry out the general plan of development and improvement of the 3rd Filing of Sherwood Forest Place Subdivision and to maintain a high standard of construction and appearance for the benefit of the Owners of individual Lots. The Developer, SFP Development Inc., does hereby establish and designate the Architectural Control Committee for the 3rd Filing of Sherwood Forest Place Subdivision (the "Committee") to perform the duties described below.

2.2 Committee Membership. The Committee shall initially consist of two (2) members of the SFP Development Inc, namely Allen A. Eisenbraun (chairman) and Frank Fasullo (secretary). ("Initial Committee"). When one hundred (100) percent of the lots have been sold to Owners, who will occupy the property the Developer will turn over the Committee Membership to the then Owners who will then elect new members for the Committee by a majority vote. The Developer may at his discretion turn over the Committee when fifty (50) or more percent of the Lots have been sold to Owners, who will occupy the property. The committee will then consist of three (3) members, who shall be elected annually, when and how to be decided by majority vote of the Owners.

2.3 Submission of Plans. Prior to commencement of any work on the lot, including any grading or clearing thereof (other than weed or trash removal), the Owner of a Lot shall submit to the Committee two sets of plans and specifications for the construction or remodeling of all residences, garages, buildings, fences and walls, swimming pools or other significant improvement. No work shall commence on any Lot until the approval of such plans has been given by the Committee in writing. Such Plans shall be considered as submitted for approval only when they have been delivered to the Chairman of the Committee or to all other Committee members. The following must be submitted:

- A. copy of the plans and specifications which show all exterior and interior materials, finishes and designs, including elevation of all four sides of the building and
- B. A plot plan showing the location of all improvements on the Lot.

2.4 Review of Plans. The Committee may issue its written approval or disapproval of such plans and proposals submitted to it at anytime within (30) days of submission. Failure of the Committee to act upon properly submitted plans or proposals within thirty (30) days of submission shall constitute approval thereof. The approval is void if construction has not commenced within six (6) months from the date of approval of the plans or proposals.

2.5 Standards for Review. The Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion.

2.6 Finality of Decision. The decision of the Committee shall be in their sole discretion and shall be final, binding and nonappealable.

2.7. Variations. The Committee, at its discretion, has the right to approve any waivers or deviations from these Restrictions that it deems are appropriate.

2.8. Compensation. Neither the members of the Committee, nor its designated representatives shall be entitled to compensation for services performed in connection with these Restrictions.

2.9. Landscaping. Thirty days after the date of occupancy of any home on a Lot (the "Landscape Completion Date") the Lot Owner shall provide grass sod of at least the front yard (and side yard facing the street if a corner lot).

2.10. Completion of Improvements. Prior to a Lot Owner obtaining a Certificate of Occupancy from the Department of Public Works of East Baton Rouge Parish for any improvements on a Lot (the "Certificate of Occupancy Date"), a Lot Owner must complete the improvements in accordance with the plans and specifications previously submitted to and approved by the Committee (failure to do so being hereafter referred to as "Noncompliance"). In the event of Noncompliance, the Committee may give notice to the Lot Owner and, if such Noncompliance deficiencies are not corrected in full within thirty (30) days after such notice (the "Fine Date") then the Lot Owner shall be assessed and shall immediately pay a Fine of \$200 to the Developer (or the Association if formed) for each thirty (30) day period of Noncompliance beyond the Fine Date. The Developer (or Association if formed) shall have lien rights to enforce payment of such fine. If no notice of Noncompliance is sent to the Lot Owner within sixty (60) days after the Certificate of Occupancy date, then such improvements shall be deemed to have been completed in compliance with the plans and specifications previously submitted to and approved by the Committee.

3. RESTRICTIONS

3.1. Residential Use. All Lots are for residential purposes only and no part of the Property shall be used for any commercial purpose except as expressly permitted by these Restrictions. Apartment houses and lodging houses are prohibited. Not more than one single family residence, with accessory buildings, shall be built or constructed on each Lot. No school, church, assembly hall, or group home of any kind (including without limitation, any "community home" as defined in La.R.S.28:477 or "special home" as defined in section 2.110 of the City-Parish Zoning Ordinances) shall be built or permitted to be built on any Lot nor shall any Lot or an existing structure be permitted to be used as such. The owner of any two (2) or more adjoining Lots which front on the same street may erect a single family residence on said Lots, in which case the two lots shall be considered as one Lot for the purpose of these restrictions except for voting purposes.

3.2. House Moving. No previously occupied building may be moved and placed onto any Lot of the subdivision.

3.3. Resubdivision of Lots. No resubdivision of one or more Lots shall be allowed in such a manner that additional lots (greater than 33 lots) would be created.

3.4. Approval of Plans by Architectural Control Committee. Prior to Commencement of any work on a Lot, including any grading and clearing thereof (other than weed or trash removal), the Owner thereof shall have received approval of all plans in accordance with Section 2 of these Restrictions.

3.5. Minimum Sizes of Residences.

A) The minimum requirements for one story residential structures are as follows:

- a) One thousand eight hundred (1,800) square feet of living area for lots # 137, 138, 139, 140.
 - b) one thousand seven hundred (1,700) square feet of living area for lots # 141, 142, 143, 144, 145, 146, 163, 164, 165, 166, 167, 168, 169,
 - c) one thousand six hundred (1600) square feet of living area for lots # 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162.
- B) The minimum requirement for a one and one half and two story structure is two hundred (200) square feet more living area than required by a one story structure on any particular lot.

3.6. **Building Setback Lines.** No building shall be located nearer than eight (8) feet to the sideline of a Lot. Garages and carports may be attached to the main dwelling but must not be nearer to the side property line than five (5) feet. For the purpose of these restrictions, eaves, steps and open porches shall not be considered as part of the building. The building shall not be nearer than thirty (30) feet and no further than fifty (50) feet from the front of the lot and the building shall not be nearer than twenty five (25) feet from the rear of the lot.

The Committee shall have the authority to vary the front, rear and side building line requirements in cases where in the Committee's opinion topographical features or irregular lots dimensions warrant such a variance or where such a variance would prevent the destruction of one or more desirable trees, except that in no instance may the front, rear or side building line be less restrictive than required by the present zoning ordinances for the Parish of East Baton Rouge in A-1 areas.

3.7. **Car Storage.** Garage or carports shall accommodate not less than two or more than four automobiles. Carports shall be located in the back half of the Lot and load from the side or rear. No carport may face any street bordering the lot. Garages may face the street. The same restriction does not apply to garages. Garage doors shall stay closed and may be opened only when moving vehicles, boats or other objects in and out of the garage.

3.8. **Configuration on Lot.** Any house built on any corner lot in the Subdivision must face the street with the least amount of linear footage along the lot. All other houses must face the street on which they border.

3.10. **Servitudes and Rights of Way.** Servitudes and right of way installations of utilities, drainage facilities and petroleum pipeline transmission lines, as shown on the official final plat of the Property, are dedicated to the perpetual use of the owners of these utilities and petroleum pipeline transmission lines. The existing servitudes as shown on the official final plat are subject to limited usage by Lot Owners as shown by the dedication language contained on the official final plat and set forth herein.

3.11. **Single Residence.** No trailer, basement, shack, garage apartment, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. No structure shall be occupied as a residence until its exterior is completely finished.

3.12. **Animals.** No animals, livestock, poultry or farm birds of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and further provided that they are kept, bred or maintained in accordance with law. There shall be no more than five (5) pets on any one Lot. In no case may farm animals such as chicken, ducks, geese, pigs, cows or horses be kept at the property, even if such animals are regarded as pets by the owner of the Lot.

3.13 Refuse. No trash, ashes or any other refuse may be thrown or dumped on any vacant Lot. No building materials may be stored on any Lot except during the construction period of a residence thereon.

3.14 Sewerage. No person shall provide or install a method of sewerage treatment other than connection to the sanitary sewer system installed by the developer.

3.15 Commercial, Noxious or Offensive Activities. No commercial, business, trade, noxious or offensive activities shall be conducted on any Lot.

3.16 Signs. No signs of any description, other than Real Estate signs, signs designating those involved in the construction of any residential home in the Subdivision (all not to exceed five square feet in size) or political signs shall be displayed on any Lot. The Developer is exempted from this restriction.

3.17 Fences. No fence or wall shall be constructed nearer to the street on which the house faces than the front of the house, regardless of setback lines provided in the Restrictions. No fence or wall shall exceed six (6) feet in height, except for fences adjoining territory other than the Subdivision, which can be up to eight (8) feet high.

3.18 Satellite Dishes. A Television Satellite Dish may be installed on any Lot, provided that it is located within the rear twenty five (25) feet of the Lot and is surrounded by a solid fence not less than five (5) feet tall. The Committee must approve the location of any Satellite Dish.

3.19 Mailboxes. The Subdivision is located within the City Limits of Baton Rouge and mail is delivered directly to the home. No curbside mailboxes are allowed.

3.20 Parking, Trailers and Buses. No mobile homes, trailers, school buses, busses, commercial vehicles, or heavy trucks shall be kept, stored, parked, repaired or maintained on any Lot, street, servitude or right of way, in such a manner as to be visible from the street on which the Lot fronts.

3.21 Fireplace Flues. Uncovered galvanized metal fireplace flues are not permitted. Any metal chimney flue must be screened from view with brick, stucco or wood.

3.22 Gardening. No Lot shall be used for gardening or farming purposes, except that ornamental flowers and shrubbery may be grown for non-commercial purposes. A non-commercial vegetable garden for use by a single household may be located on a Lot provided that it is not visible from any street. Garden compost may be kept in quantities required by one household only, provided that it is not visible from any street and is kept free from noxious odors and insects.

3.23 Utilities. All utilities must be installed below ground. The installation must be in accordance to City Parish guidelines.

4.

HOMEOWNERS ASSOCIATION

4.1 Organization. The Homeowners Association of the Third Filing of Sherwood Forest Place Subdivision (the "Association") shall be formed by the Developer when fifty (50) to one hundred (100) percent of all lots are sold to Owners who are occupying the property as their principle residence. Only the Developer may form the Association and there shall be only one Association that shall have jurisdiction over the Property.

4.2 Membership and Voting. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot. All Owners, including Developer, shall be entitled to one vote for each Lot owned. When more than one person holds an interest on any Lot, all such persons shall be members. The Vote for any Lot owned by multiple parties shall be exercised as the members of the Owner thereof among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

4.3 Responsibilities. It will be the responsibility of the Association to:

- A. Elect officers to conduct the affairs of the Association.
- B. Enforce all covenants and restrictions herein contained.
- C. Serve and represent the Owners in any public matter or public hearing affecting the Subdivision.
- D. Act in any other capacity or matter in which the Owners of the majority of the Lots vote.

5.

GENERAL PROVISIONS

5.1 Underground Electrical Services Underground electric services, located in the utility servitudes, will be available for connection to the Owners of Lots. The purchasers of Lots are herewith notified that there will be a charge by the Utility, DEMCO, for the connection, payable by the Owner of the Lot to the Utility. This charge consists of footage fee from the Utility connection point (underground transformer) to the electrical meter at the residence. At the present time this footage fee is \$ 1.- per linear foot.

5.2 Oil Drilling. No oil drilling, oil refining, quarrying or mining operation of any kind shall be permitted on the surface of any lot. Minerals, gas and oil located underneath the surface of Lots can be explored for and mined from wells or shafts located outside the Subdivision.

5.3 Duration. These Restrictions 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 restrictions are recorded, after which time these restrictions shall be automatically extended for successive periods of ten (10) years.


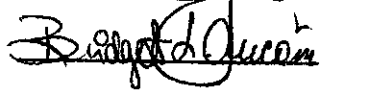
5.4 Amendment. The majority of the lot owners may amend these restrictive covenants by filing an amendment signed by a majority of the lot owners.

5.5 Notices. Any notice required to be sent to any Owner under the provisions of these Restrictions shall be deemed to have been properly given and completed when mailed, postpaid, to the last known address of the person who appears as the Owner on the public records at the time of mailing.

5.6 Severability. Invalidation of any one of these reservations, restrictions, covenants or conditions by judgement or court shall in no way affect any other provision of these Restrictions, all of which shall remain in full force and effect.

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the date first hereinabove written,
in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

SFP DEVELOPMENT, INC.

BY: 
ALLAN A. EISENBRALIN, President

BY: 
FRANK J. FASULLO, Secretary


NOTARY PUBLIC

ORIG 580 BNDL 10485

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.

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DOUG WELBORN
CLERK OF COURT & RECORDER

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BY

DEPUTY CLERK & RECORDER

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COPY

**AMENDED SUBDIVISION RESTRICTIONS
FOR SHERWOOD FOREST PLACE SUBDIVISION, THIRD FILING**

C BE IT KNOWN that on the dates below, personally came and appeared each of the parties whose names are hereunto subscribed who did collectively declare as follows: **BN 929 NL 10833**

That they collectively are the owners of a majority of the lots of Sherwood Forest Place Subdivision, Third Filing, East Baton Rouge Parish, Louisiana.

That restrictions recorded as Original 580, Bundle 10485 in the official records of Clerk and Recorder for East Baton Rouge Parish, Louisiana, affect 33 lots or parcels of ground which comprise all of that subdivision as shown on a map recorded in the official records of East Baton Rouge Parish, Louisiana, as Original 230, Bundle 10472.

Said restrictions were dated February 16, 1994, and recorded in the office of the Clerk and Recorder on February 25, 1994.

Appearers do now declare that under said restrictions, more particularly but not limited to paragraph 5.4 Amendment, thereof, that they do desire to amend said restrictions in the following manner:

5.7 Out-buildings. No temporary structures and storage sheds, barns, or tents shall be place on any lot without the explicit written permission of the architectural control committe. No house trailers, commercial vehicles or trucks shall be kept, stored, repaired or maintained on any lot in any manner which would detract from the appearance of the subdivision. Any such structures already in place on June 24, 1997 are exempt from the provisions in this paragraph.

5.8 Antennas. No television antennas or satellite disks can be erected which are visible from the street, from any lot in the subdivision or from any lot in the Fourth Filing of Sherwood Forest Place.

5.9 Fences. No wire or chain link fences are allowed in the subdivision. Written permission from the Architectural Control Committee must be obtained for fences other than wood fences.

5.10 Automobiles. No more than four (4) automobiles may be kept on any one lot.

Apparers herein agree to amended said restrictions as declared above.

WITNESSES:

	LOT #	CONTRACT
<u>Steph. Erickson</u>	144, 151, 154,	<u>Steph. Erickson for HSC Development LLC</u> Date: 7/4/97
<u>Carol Erickson</u>	155, 157, 158	<u>Steph. Erickson for Residence Homes LLC</u> Date: 7/4/97
<u>Steph. Erickson</u>	145, 147	<u>Steph. Erickson for Residence Homes LLC</u> Date: 7/4/97
<u>Carol Erickson</u>		<u>Wendy S. Dunlap for Joseph F. Dunlap</u> <u>Joseph F. Dunlap III by POW III</u> Date: 7-27-97
<u>Steph. Erickson</u>	138	<u>Wendy S. Dunlap Wendy S. Dunlap</u> Date: 7-27-97
<u>Steph. Erickson</u>	169	<u>Ray G. Tumimolo</u> Date: 7/27/97 <u>Raymond T. Tumimolo</u>
<u>Steph. Erickson</u>		<u>Brain W. Dixon</u> Date: 7-27-97 <u>Brain W. Dixon</u>
<u>Steph. Erickson</u>	165	<u>Caroline Dixon</u> Date: 7/27/97 <u>Caroline Dixon</u>
<u>Steph. Erickson</u>	153	<u>Karen G. Miro</u> Date: 7/27/97 <u>Karen G. Miro</u>
<u>Steph. Erickson</u>	162	<u>Joe Speers</u> Date: 7-30-97 <u>Joe Speers</u>

Joe Speers 7-31-97
Joe Speers
2

Alvin P. Eisenbaum
Steph Eisenbaum
Alvin P. Eisenbaum
Steph Eisenbaum
Alvin P. Eisenbaum
Steph Eisenbaum
Alvin P. Eisenbaum
Steph Eisenbaum

166

142

137

162

Dominick R. Ferrara

Dominick R. Ferrara
Date: 7-28-97

Narcille Ferrara
Date: 7-28-97

Pilly Pili
Date: 7-28-97

Janet J. L. Dei
Date: 7-28-97

Tommie Howie
Date: 7-28-97

Kenneth W. Howie
Date: 7-28-97

Oscar A. Howie
Date: 7-30-97

Therese R. Altilo
Date: 7-30-97

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT

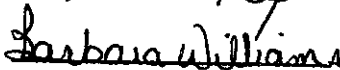
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 17 day of October, 1997;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, personally came and appeared Stephen Eisenbraun, to me known to be the person described in and who executed the foregoing instrument as a witness to every party thereto, and who, being by me first duly sworn, did depose and acknowledge to me, said Notary, in the presence of the undersigned competent witnesses, that he executed the same as his free act and deed as such witness. Appraiser further deposed and said that the said instrument was executed by the parties thereto in the presence of the affiant and of the other subscribing witnesses, and by all of the parties thereto as their own free act and deed.

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:


Barbara Williams


Stephen Eisenbraun


Notary Public

ORIS 929 NML 10833

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EAST BATON ROUGE PARISH, LA.

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DOUG WELBORN

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DEED RESTRICTIONS

SHERWOOD FOREST PLACE

4TH & 5TH FILINGS

ARE NOT PART OF SHERWOOD FOREST

Exhibit "A"

Forty-five (45) certain lots or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lots 170 through 214, in that subdivision known as Sherwood Forest Place, Fourth Filing and designated on the official map or plan thereof prepared by GWS Engineering, Inc. dated May 11, 1998, entitled "Final Plat of Sherwood Forest Place, Fourth Filing" located in Sections 5 & 8, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, a copy of which is on file and of record as Original 789, Bundle 10892, with the Clerk and Recorder for the said Parish and State.

Exhibit "B"

Eleven (11) certain lots or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lots 215 through 225, in that subdivision known as Sherwood Forest Place, Fifth Filing and designated on the official map or plan thereof prepared by GWS Engineering, Inc. dated May 11, 1998, entitled "Final Plat of Sherwood Forest Place, Fifth Filing" located in Section 8, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, a copy of which is on file and of record as Original 791, Bundle 10892, with the Clerk and Recorder for the said Parish and State.

ORIG 142 BML 10893

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EAST BATON ROUGE PARISH, LA.

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State of Louisiana
Parish of East Baton Rouge

DRIG 142 MML 10893

**Declaration of Covenants, Conditions and Restrictions of
Sherwood Forest Place, Fourth Filing and
Sherwood Forest Place, Fifth Filing**

BE IT KNOWN that on this 19th day of May, 1998, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

ASC Development LLC a Louisiana limited liability company organized and existing under the laws of the State of Louisiana, whose Articles of Organization were filed with the Secretary of State of Louisiana on February 23, 1996 and with the Clerk and Recorder of Mortgages for East Baton Rouge Parish, Louisiana at Original 405, Bundle 10666, whose permanent mailing address is 12626 Parnell Avenue, Baton Rouge, Louisiana 70815, herein represented by its duly authorized Member (the "Declarant")

who did depose and say that:

Recitals

- A. Declarant is the owner of the real property (the "Property") described in Exhibit "A" and Exhibit "B" attached to and made a part of this Declaration of Covenants, Conditions and Restrictions of Sherwood Forest Place, Fourth Filing and Sherwood Forest Place, Fifth Filing (as may be amended from time to time, this "Declaration");
- B. Declarant intends to subdivide and develop the Property as a planned residential community known as Sherwood Forest Place, Fourth Filing, and Sherwood Forest Fifth Filing;
- C. Declarant believes that the establishment of a uniform plan of development affecting the Property according to the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration will enhance the value of the Property; and
- D. Declarant intends that the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions of this Declaration shall run with the Property, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, and their heirs, successors and assigns.

Therefore, in consideration of the premises, the provisions hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant executes this Declaration affecting the Property, and by this Declaration, imposes upon the Property the restrictions, conditions, liens and servitudes hereinafter set forth.

Article 1 General

1.1 **Purpose.** The residential community developed on the Property shall have a uniform plan of development pursuant to the covenants, restrictions, servitudes, conditions, reservations, liens and charges stated in this Declaration. The plan is established to enhance the property values and amenities of Sherwood Forest Place, Fourth Filing and Sherwood Forest Place, Fifth Filing, insure the best use and most appropriate development and improvement of each Lot, protect the Owners of Lots against use of surrounding Lots that depreciates the value of their property, preserve, so far as practicable, the natural beauty of the Property, prevent construction of poorly-designed or proportioned structures on the Property, obtain harmonious color schemes, prevent haphazard and inharmonious Improvements of Lots, secure and maintain setbacks from streets, provide for adequate rights of way and fencing on the Property, and generally provide for quality improvements on the Property, thereby enhancing the value of investments made by purchasers of Lots therein.

1.2 **Declaration Running with Land.** The covenants, conditions and restrictions of this Declaration shall run with and shall inure to the benefit of and shall be binding upon (a) the Property; (b) the Declarant and its successors and assigns; (c) the Association; and (d) all persons having or hereafter acquiring any right, title or interest in a Lot or Lots and their respective heirs and personal representatives. These covenants, conditions and restrictions shall be building restrictions in accordance with Louisiana Civil Code Article 775 et seq. and predial servitudes, with each Lot being a dominant estate and a servient estate in accordance with Louisiana Civil Code Article 646 et seq. or servitudes by destination of owner under Louisiana Civil Code Article 741.

1.3 **Development of Property.** The Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions and restrictions set forth in this Declaration.

Article 2 Definitions

2.1 **Appointment Period.** "Appointment Period" shall mean the period of time commencing as of the date of Recordation of this Declaration and continuing until the earlier of (a) the date on which Declarant voluntarily relinquishes its right to appoint such three (3) members of the Board of Directors pursuant to Section 3.5 and its right to appoint a majority of the members of the Review Board in accordance with Section 8.2, (b) the moment that all Lots in the Property have been conveyed by Declarant to non-Declarant Owners, or (c) December 31, 2007.

2.2 **Articles of Incorporation.** "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 **Assessment.** "Assessment" shall mean an assessment for costs incurred by the Association as set forth in this Declaration.

2.4 **Assessment Year.** "Assessment Year" shall mean the calendar year or such other twelve (12) consecutive calendar month period selected by the Board of Directors of the Association for the levying, determining and assessing of the annual Assessments under this

Declaration.

2.5 Association. "Association" shall mean Sherwood Forest Place, Fourth and Fifth Filing Property Owners Association, Inc., a Louisiana nonprofit corporation, its successors and assigns.

2.6 Board of Directors or Board. "Board of Directors" or "Board" shall interchangeably mean the Board of Directors of the Association.

2.7 Budget. "Budget" shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in performing its functions under this Declaration prepared pursuant to Article 4 and the By-Laws.

2.8 By-Laws. "By-Laws" shall mean the By-Laws of the Association adopted by the Board of Directors, as amended from time to time.

2.9 Common Area. "Common Area" or "Common Areas" shall mean any portion of the Property designated as Common Area which is for the primary use and benefit of all of the Owners of Lots, and is designated as Common Area on the Final Plat. The lake located on the Property is included as a Common Area but its use by the Owners is limited as provided in this Declaration.

2.10 Declarant. "Declarant" shall mean ASC Development LLC, its successors and assigns. A person shall be deemed a "successor and assign" of the Declarant only if specifically designated in a duly recorded written instrument as a successor or assign of Declarant, and then only as to the particular rights or interests of Declarant under this Declaration. Notwithstanding the foregoing, a successor of ASC Development LLC receiving all or substantially all of the Property owned by Declarant by reason of a foreclosure, dation en paiement, merger or consolidation, shall be deemed a successor and assign of Declarant.

2.11 Declaration. "Declaration" shall mean this Declaration, as amended from time to time.

2.12 Dwelling Unit. "Dwelling Unit" shall mean a residential building designed for human occupancy, not including any accessory building or garage.

2.13 Final Plat. "Final Plat" shall mean, collectively, the document styled "Final Plat of Sherwood Forest Place, Fourth Filing Being Tract P-2 and the Dedication of Servitude on Tract B-2-A-1 of the original Orcutt G. Lively Property Located in Sections 5 & 8, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana for ACS Development, L.L.C. 12626 Parnell Avenue, Baton Rouge, Louisiana 70815," made by GWS Engineering, Inc. and dated May 11, 1998, recorded with the Clerk and Registrar of Conveyances of East Baton Rouge Parish, Louisiana at Original 789, Bundle 10892, on May 19, 1998 and the document styled "Final Plat of Sherwood Forest Place, Fifth Filing Being Tract P-2 of the original Orcutt G. Lively Property Located in Section 8, T7S-R2E, Greensburg Land District, East Baton Rouge Parish, Louisiana for ACS Development, L.L.C. 12626 Parnell Avenue, Baton Rouge, Louisiana 70815," made by GWS Engineering, Inc. and dated May 11, 1998, recorded with the Clerk and Registrar of Conveyances of East Baton Rouge Parish, Louisiana at Original 791, Bundle 10892, on May 19, 1998.

2.14 First Mortgage and First Mortgagee. "First Mortgage" shall mean the unreleased Mortgage of record encumbering a Lot which has the first lien priority over all other unreleased Mortgages of record encumbering the Lot. "First Mortgagee" shall mean the Mortgagee under a First Mortgage.

2.15 Improvements. "Improvements" shall mean all residences, buildings or other structures and any appurtenances thereto of every type or kind as are visible outside of the Lot from any direction. Improvements shall include without limitation, fence, walls, pools, patio covers, awnings, decorations, exterior surfaces, additions, walkways, garden sprinkler systems, garages, carports, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, antennae, satellite dishes, hedges, exterior tanks, solar panels and equipment. Improvements shall not include impermanent seasonal decorations.

2.16 Lake Lot. "Lake Lot" shall refer to those Lots abutting the lake located on the Property, specifically, Lots 197, 198, 200, 201, 202, 203, 204, 206, 207, and 208.

2.17 Lot. "Lot" shall mean any lot or parcel of land within the Property which may be sold or conveyed without violation of the provisions of Louisiana law pertaining to the subdivision of land and has been designated as a Lot on the Final Plat.

2.18 Manager. "Manager" shall mean any person or persons designated as Manager and employed by the Association to perform any of the duties, powers or functions of the Association.

2.19 Mortgage. "Mortgage" shall mean any unreleased mortgage or other similar instrument of record, given voluntarily by an Owner, encumbering the Owner's Lot to secure the performance of any obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. "Mortgage" shall not include a judgment lien, mechanic's lien, tax lien or other similar involuntary lien or involuntary encumbrance upon a Lot.

2.20 Mortgagee. "Mortgagee" shall mean the Person who is the mortgagee under a Mortgage and the successors and assigns of such Person as holder of the Mortgage interest.

2.21 Notice and Hearing. "Notice and Hearing" shall mean a written notice and a public hearing before the Board of Directors or a tribunal appointed by the Board of Directors, in the manner provided in the By-Laws.

2.22 Owner. "Owner" shall collectively mean Person or all Persons (including Declarant) who hold full or partial title of Record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.23 Person. "Person" shall mean a natural person, a corporation, a partnership or any other entity.

2.24 Record, Recorded or Recordation. "Record" or "Recorded" or "Recordation" shall interchangeably mean the filing for record of any documents in the mortgage and/or conveyance records of East Baton Rouge Parish, Louisiana.

2.25 Review Board. "Review Board" shall mean Sherwood Forest Place, Fourth and Fifth Filing Architectural Review Board as appointed by the Board of Directors from time to time pursuant to this Declaration.

2.26 Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors from time to time pursuant to this Declaration.

2.27 Sherwood Forest Place, Fourth Filing. "Sherwood Forest Place, Fourth Filing" means the property described on Exhibit "A" attached hereto and, as designated on the Final Plat of Sherwood Forest Place, Fourth Filing.

2.28 Sherwood Forest Place, Fifth Filing. "Sherwood Forest Place, Fifth Filing" means the property described on Exhibit "B" attached hereto and, as designated on the Final Plat of Sherwood Forest Place, Fifth Filing.

Article 3 Association Operations

3.1 Association. The Association is a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act. The Association shall have the duties, powers and rights set forth in this Declaration, the Articles of Incorporation and the By-Laws.

3.2 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Except during the Appointment Period, the numbers, term, election and qualifications of the Board of Directors shall be fixed in the Articles of Incorporation and/or the By-Laws.

3.3 Membership in Association. The Owner or Owners of a Lot shall collectively and automatically constitute a single member of the Association by virtue of and to the extent of the Owner's ownership of the Lot, there being one membership in the Association for each Lot. The membership shall automatically pass with the ownership of the Lot. Persons may hold separate memberships in the Association by virtue of their ownership of separate Lots. Membership in the Association shall not be assignable and shall not pass separate and apart from ownership of a Lot.

3.4 Voting Rights of Members. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by any Owner, but in no event shall more than one vote be cast for each Lot. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners of such Lot themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot shall be suspended in the event more than one Person seeks to exercise it. The voting weight appurtenant to each Lot shall be equal and each Lot shall have one vote.

3.5 Membership of Board of Directors. During the Appointment Period, the Board of Directors shall consist of three Directors, and Declarant shall have and hereby reserves the continuing right to appoint the three Directors during such Appointment Period.

Article 4 Duties and Power of Association

4.1 General Duties and Powers of Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board of Directors or through Persons to whom the Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Common Areas.

4.2 Acceptance of the Property and Facilities Transferred by Declarant. The Association shall accept title to any Common Areas indicated as such on the Final Plat.

4.3 Management and Care of Common Areas and Servitudes. Except as provided in Section 8.20, the Association shall manage, operate, care for, maintain and repair the Common Areas and the Servitudes provided for in Article 5 and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Owners. The Association shall have title to the Common Areas and no Owner or any other Person shall have the right to claim, own or partition any Common Area. Access to the lake located on the Property is limited to the Owners of Lake Lots. Routine management and care of the lake, except as required to facilitate drainage for the Property, will be funded by special assessments paid by the Owners of Lake Lots in accordance with Section 7.1.

4.4 Budgets and Assessments. The Association shall adopt Budgets and levy and collect Assessments as required by the By-Laws or otherwise in a manner consistent with the careful customs and practices of similar organizations in East Baton Rouge Parish, Louisiana.

4.5 Duty to Provide Financial Reports. The Association shall provide for annual reports of the Budget, the Assessments and the accounts of the Association. Copies of the report shall be made available to any Owner who requests a copy of the same upon payment of such Owner of the reasonable cost of copying the same.

4.6 Architectural Approvals. The Association shall assist the Review Board in connection with architectural approvals as provided in this Declaration.

4.7 Rules and Regulations. The Association may from time to time issue, adopt, amend, repeal and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any amended Act, the operation of the Association, the use and enjoyment of Common Areas and the use of Lots. Any Rules and Regulations shall be reasonably and uniformly applied. Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors. In the event of any conflict between the Rules and Regulations and this Declaration, this Declaration shall prevail. The Association shall have the power to enforce the provisions of this Declaration, and the Rules and

Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Owner.

4.8 Servitudes. The Association shall have the power to grant permits and licenses and access, utility, drainage, water facility and other servitudes in, on, over, across or under Common Areas as may be reasonably necessary or useful for the proper maintenance of the Common Areas. The Association shall also have the power to enter into agreements for the construction and maintenance of drainage facilities to further the development of the Property.

4.9 General Corporate Powers. The Association shall have all of the ordinary powers and rights of a Louisiana corporation formed under the Louisiana Nonprofit Corporation Act, including, without limitation, the power and right to enter into partnerships and other agreements, to hire employees, agents, consultants, subject only to such limitations upon such powers as may be set forth in this Declaration, the Articles of Incorporation or the By-Laws. The Association shall also have the power to do any and all lawful things which may be authorized, required or permitted to be done under this Declaration, the Articles of Incorporation, the By-Laws or Rules and Regulations and to do and perform any and all acts which may be necessary or desirable for, or incidental to, the exercise of any of the express powers or rights of the Association under this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations.

4.10 Perimeter Fence, Landscaping and Signage. The Association shall have the right to place a wooden fence along the common boundary of Sherwood Forest Place, Fourth Filing and Sherwood Forest Place, Fifth Filing, and Flannery Road within the servitude granted the Association in Section 5.1, and to plant ornamental plants and bushes along this fence. Declarant agrees to pay all costs associated with the initial construction of this fence and landscaping, however, it is for the benefit of the Owners and the Association and the Association has the obligation to maintain it. Additionally, during the Appointment Period, the Association may, at Declarant's expense and subject to the Association's obligation to maintain, complete the wooden fence along all or some perimeter boundaries of the Property and place a small ornamental structure with sign and landscaping at the entrance to the Property at Arlingford Avenue.

Article 5 Servitudes over the Property

5.1 Servitude over the Property. There is hereby reserved for the benefit of Association, and granted by Declarant to the Association, the Owners and their respective successors and assigns, the non-exclusive perpetual right and servitude and right of use upon, over, and across:

- (a) those strips of land ten feet (10') in width located along those boundaries of Lots 170 through 190 and 213 through 220 that constitute part of the perimeter boundary of the Property for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence, entrance signs, and landscaping around the perimeter boundary of the Property;
- (b) those strips of land twenty feet (20') in width located along those boundaries of Lots 190, 191, 196, 197, 208, 209, 220, and 221 that constitute part of the perimeter

boundary of the Property for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence, entrance signs, and landscaping around the perimeter boundary of the Property, as shown on the Final Plat;

- (c) that trapezoidal strip of land located in the southwestern portion of Lot 170, running ten feet (10') along Arlingford Avenue and twenty feet (20') parallel to the western most boundary of Lot 170 immediately east of the forty-five foot (45') pipeline servitude for the purpose of constructing, installing, replacing, repairing and maintaining an entrance sign and landscaping, as shown on the Final Plat;
- (d) that trapezoidal strip of land located in the northwestern portion of Lot 213, running ten feet (10') along Arlingford Avenue and twenty feet (20') parallel to the western most boundary of Lot 213 immediately east of the forty-five foot (45') pipeline servitude for the purpose of constructing, installing, replacing, repairing and maintaining an entrance sign and landscaping, as shown on the Final Plat;
- (e) the Common Areas, provided that this servitude of use, upon, over, and across the Common Areas, insofar as it affects the lake located on the Property shall be limited to Owners of the Lake Lots and further subject to this Declaration and the Rules and Regulations.

To the extent that these non-exclusive servitudes and rights of use exists in favor of the Owners, they shall be appurtenant to each Owner's Lot and shall automatically pass with the title to the Lot. These predial servitudes shall remain in full force and effect and shall be construed as servitudes by destination of the owner in accordance with Louisiana Civil Code article 741 to the extent necessary to preserve and maintain these servitudes.

5.2 Zero Lot Line Conditions, Maintenance Servitude. Sherwood Forest Place, Fifth Filing is designated as a zero lot line development, as that term is defined in the Unified Development Code for the City of Baton Rouge/Parish of East Baton Rouge. As a zero lot line development, the improvements may be constructed on or within 12 inches of the property line of a Lot. Each Lot adjacent to a zero lot line, as a servient estate, hereby grants in favor of the Lot upon which a structure is or can be constructed on the zero lot line, as the dominant estate, a nonexclusive servitude of ingress and egress for the purpose of permitting the Owner of the dominant estate access to maintain the portion of the structure on the zero lot line. The servitude shall be no greater than five feet (5') from the zero lot line, shall be at those locations designated on the Final Plat and shall be no greater than required by the Unified Development Code for the City of Baton Rouge/Parish of East Baton Rouge.

5.3 Additional Servitude. This is hereby reserved for the benefit of the Association and granted by Declarant to the Association, the Owners and their respective successors and assigns, those servitudes evidenced on the Final Plat.

Article 6 Declarant's Rights and Reservations

6.1 Rights During Appointment Period. Declarant shall have, and hereby retains and reserves, certain rights as set forth in this Declaration with respect to the Association for the duration of the Appointment Period. The rights and reservations of Declarant set forth in this Declaration shall be deemed excepted and reserved in each conveyance of property by Declarant to the Association and in each deed or other instrument by which any Lot is conveyed by Declarant, whether or not specifically stated therein. The rights, reservations and servitudes of Declarant set forth in this Declaration shall be prior and superior to any other provisions of this Declaration and may not, without Declarant's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Declarant's consent to any one such amendment shall not be construed as consent to any other or subsequent amendment.

Article 7 Assessments

7.1 Determination of Assessments. The Board of Directors has the specific right, upon a majority vote of its Members present at a duly called meeting of the Association, to levy and collect (by legal proceedings if necessary) an Assessment from each Owner in an amount it determines is necessary in order to maintain any entrance structures, fencing, landscaping, drainage and other Common Areas and servitudes, and provide all other services generally undertaken or furnished by the Association. Assessments shall be in equal amounts per Lot and shall be made in writing directed to the Owner of the Lot. In addition to using the revenue for the purpose specified herein, the Board of Directors may use the revenue for such purposes as will, in the opinion of the majority of the Board of Directors, benefit all of the Owners; provided, however, that when notice of such Assessment is filed with the Clerk and Recorder of Mortgages, it shall rank only from the date of Recordation. Assessments shall initially be set at \$10.00 per month per Lot, including Lake Lots, and shall commence August 1, 1988. In addition, the Association shall levy an additional Assessment for the maintenance of the lake located on the Property against the Owners of the Lake Lots. This Lake Lot Assessment shall never be more than the Assessment charged all Lot Owners, and shall initially be set at \$10.00 per month. This individual Assessment is in addition to the Assessment owed by all Owners. Assessments may subsequently be increased in accordance with the By-Laws.

7.2 Interest on Unpaid Assessments. All Assessments that have been levied shall bear interest at the rate of twelve (12%) percent per annum from date due until paid and shall be subject to late charges as assessed by the Association from time to time.

7.3 Lien to Enforce Assessments. In the event an Owner fails to pay an Assessment on the date due, the Board of Directors may elect to file a claim of lien against the Lot of an Owner by recording a notice setting forth: (a) the amount of the claim of delinquency; (b) the late charges, interest and costs of collection (including reasonable attorneys' fees) which have accrued thereon; (c) the legal description and municipal address of the Lot against which the lien is claimed; and (d) the name of the Owner of the Lot as shown upon the records of the Association. The notice of lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall be prior to any declaration of homestead rights and any other lien, encumbrance or Mortgage encumbering the Lot; provided, however, that a previously

recorded First Mortgage encumbering the Lot shall be and remain prior and superior in all respects to the lien created by the notice of lien. The lien shall secure all amounts set forth in the notice of lien, as well as all subsequently accruing amounts (including reasonable attorneys' fees). The lien shall continue until the amounts secured by it and all subsequently accruing amounts (including reasonable attorneys' fees) are fully paid or otherwise satisfied. When all amounts claimed under the notice of lien and all other costs (including reasonable attorneys' fees) and Assessments which have accrued subsequent to the filing of the notice of lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Louisiana. The lien shall not be affected by any sale or transfer of the Lot, except that any such sale or transfer pursuant to a foreclosure of a previously recorded First Mortgage shall extinguish the lien, but it shall not relieve the purchaser or the transferee of the Lot from liability for, or the Lot from the lien of, any Assessments, late charges, interest and costs of collection (including reasonable attorneys' fees) made thereafter. Any delinquent Assessments and costs of collection (including reasonable attorneys' fees) which are extinguished by the foregoing provision may be reallocated by the Association and assessed to all Lots as a common expense.

7.4 Declarant's Obligation to Pay Assessments. Declarant shall have the option of paying Assessments for each Lot it owns, or to fund any operating deficiencies the Association may encounter.

Article 8 General Restrictions Applicable to Property

8.1 Restrictions on Use. The following restrictions on use shall apply equally to the Property and each Lot:

8.1.1 Residential Use Only. Lots shall be used for residential purposes only. No part of any Lot shall be used for apartment houses, group homes, offices, for the conduct in the home of occupations such as medical or other offices or shops of any kind. There shall be no raising of livestock such as cows, horses, pigs, sheep and rabbits or poultry of any kind. Domestic animals shall not roam freely, but must be leashed or detained by fences. Domestic animals shall not be of such kind or disposition, or kept in such numbers as to cause a nuisance. No school, church, assembly hall or group home of any kind (including without limitation any "community home" as defined in La.R.S. 28:477) shall be built or permitted to be built on any Lot nor shall any Lot or existing structure be permitted to be used as such.

8.1.2 No Temporary Structures. No trailer, basement, shack, garage, barn or other out-building shall at any time be used as a residence, temporarily or permanently. Temporary structures are permitted only in connection with the construction of Improvements on the Property and must be removed within one hundred twenty (120) days from being placed on the Property. No Dwelling Unit or Improvement may be occupied until it has been completed in accordance with approved plans and specifications.

8.1.3 Free of Debris. No Lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for storage or disposal of such material shall be kept in clean and sanitary condition. Upon completion of a residence, all debris shall be removed from the Lot immediately. Garden compost may be kept in quantities required by one household only, provided it is not visible from the street and is kept free of noxious odors and insects. No building materials may be kept on site except in connection with the construction of improvements approved by the Review Board.

8.2 Review Board. There is hereby created Sherwood Forest Place, Fourth and Fifth Filing Architectural Review Board to be composed of up to three individuals appointed by the Board of Directors (the "Review Board"). The initial members of the Review Board shall be appointed by the Declarant. Except during the Appointment Period, two of the members of the Review Board shall be Owners. The members of the Review Board shall serve for one year terms, unless removed by the Board of Directors prior to expiration of the term and shall serve without pay or any other compensation. The first members of the Review Board are:

- a) Allan A. Eisenbraun, Ph.D., 12626 Parnell Avenue, Baton Rouge, LA 70815
- b) Stephen E. Eisenbraun, M.B.A., 12626 Parnell Avenue, Baton Rouge, LA 70815
- c) Robert Lundsford, Architect, 6161 Perkins Road, Baton Rouge, LA 70808

8.3 Prior Plan Approval. All plans for the construction or physical alteration of any improvements to or on a Lot shall be submitted to the Review Board in advance according to the following procedures:

8.3.1 Submission of Plans. No improvements shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind thereto be made, on any Lot, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, elevations, exterior color schemes, locations, and the grading plan of the Lot and plans for landscaping of the Lot on which the improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Review Board and a copy thereof as finally approved lodged permanently with the Review Board.

8.3.2 Standards and Scope for Review. The Review Board shall review the plans to ascertain that the improvements will thoroughly comply with all of the restrictions set forth in this Declaration and conform to the character of the neighborhood. The Review Board shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient. The Review Board may issue from time to time a manual containing guidelines for use by builders and Owners in the

selection of concepts, design techniques and/or materials/finishes for construction within Sherwood Forest Place, Fourth Filing and Sherwood Forest Place, Fifth Filing. These guidelines shall be utilized by the Review Board in its review of plans and specifications. However, notwithstanding anything contained herein or in any such manual of guidelines, the Review Board may in its discretion approve or disapprove any proposed matter for any reason set forth in these covenants. The criteria for approval by the Review Board is intended to be subjective and not objective and all criteria for approval or disapproval for proposed plans cannot be determined in advance of presentment. Each Owner hereby agrees to such subjective criteria for approval by the Review Board.

- 8.3.3 Review Time Period and Fees.** In the event the Review Board fails to approve or disapprove within thirty (30) days (after any matter, including plans and specifications has been submitted to it) approval shall be deemed given by the Review Board, however, all other provisions of this Declaration shall continue to apply. If construction is not commenced within six (6) months after the date of approval of the plans or proposals, then the approval is void. The Review Board may, sometime in the future, establish a reasonable fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof.
- 8.3.4 Finality of Decision.** The decisions of the Review Board shall be in its sole discretion and shall be final, binding and nonappealable.
- 8.3.5 Variances.** The Review Board at its discretion, has the right to approve any waivers or deviations from this Declaration that it deems is appropriate. Further, written approval of the Committee must be obtained by an Owner for any waiver of the City/Parish Zoning Ordinance the Owner seeks to obtain; any waiver granted by the City/Parish without the prior written approval of the Review Board must nevertheless receive Review Board approval. The Review Board shall have the right to enforce its rights contained herein by a suit for injunctive relief or by bringing other legal actions against an Owner to enforce these restrictions.
- 8.3.6 Indemnification.** Each member of the Review Board shall be indemnified by the Owners of Lots against all liabilities and expenses, including attorney fees reasonably incurred or imposed on him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a member of the Review Board at the time such expenses are incurred, unless the member of the Review Board is adjudged guilty of willful malfeasance or misfeasance in the performance of his duties. The above described right of indemnification shall not be exclusive of all other rights to which such member of the Review Board may be entitled but shall be in addition to such other rights.
- 8.3.7 Landscaping.** The following landscaping shall be completed within thirty (30) days after issuance of a certificate of occupancy for the Dwelling Unit: (a) the front yard

(and side yard facing the street if a corner Lot and back yard if a Lake Lot) must be completely sodded with St. Augustine or equal and (b) the Lot must have beds or other planting along any side of the Dwelling Unit facing a street. Any Owner who does not timely complete said landscaping shall pay a fine of \$300 to the Association for each thirty (30) day period the landscaping is delayed beyond the above required deadline. The Association shall have lien rights to enforce payment of such fine.

- 8.3.8 Construction Deposit.** Prior to commencement of construction on any Lot, the Owner shall make (or the Owner shall cause his builder to make) a \$300.00 construction deposit payable to Sherwood Forest Place, Fourth and Fifth Filing Property Owners Association, Inc. The purpose of the construction deposit is to insure a clean job site, compliance with the restrictions contained in this Declaration, overall community appearance and that the structure to be constructed is built according to the approved plans. A written notice will be issued by the Review Board to the Association, and to the Owner regarding any violations or damage caused by the construction. Examples of damage are the breaking of any sidewalk in Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing, "rutting" of any rights of way, servitudes or other Lots in Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing caused by construction related vehicles, the spilling of concrete on any streets or other areas of Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing and any trash or debris dispensed in Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing. If the violation or damage has not been corrected within ten (10) days after the date of the notice, the violation or damage may be corrected by the Review Board or the Association and the cost of the same shall be charged to the Owner. Said amount will be deducted from the construction deposit until said deposit is exhausted, at which time the Owner will be billed for any additional expense. The Association shall have lien rights to enforce payment of any amount billed but not collected within thirty days after the date of such bill.

If no violations or damage occurs, the construction deposit will be refunded to the original submitter of the deposit in full after satisfactory completion of construction of improvements on the Lot in accordance with the approved plans and completion of landscaping as set forth in this Declaration. To the extent any of the construction deposit was spent for correction of any violations or damage, any balance will be refunded to the Owner after the satisfactory completion of the improvements and landscaping.

If an Owner owns more than one lot in Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing, then only one Construction Deposit need be made, which shall remain on deposit until all lots owned by such Owner are built on and satisfactorily completed according to the above provisions.

- 8.3.9 Foundations.** Foundations shall be designed by the builder, designer or architect of each Lot. The Review Board's approval of construction plans for a Lot is limited

to those matters covered in this Declaration and not structural design or engineering, for which the Review Board takes no responsibility.

8.4 Restrictions on Improvements. All improvements on each Lot shall comply with the following restrictions:

8.4.1 Building Height, Carports and Garages. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family dwelling not to exceed two (2) stories in height, with a garage or carport for not less than two (2) cars and not more than four (4) cars, and other accessories incidental to residential use of the Lot, such as swimming pools, bathhouses and/or gazebos. Any parking pad shall be screened from the street with landscaping. Garages and carports shall load from the side. Carports may not be visible from the street. Lake Lots shall not have garages or carports located in the rear one-third of the Lake Lot or facing the lake located on the Property. No cars or other vehicles may be parked on the street or street right of way overnight.

8.4.2 Building Size. Minimum allowed square footage of heated area of Dwelling Unit, exclusive of porches, breezeways and garages, shall be as follows:

- a) Lake Lots 1,700 square feet
- b) All other Lots in Sherwood Forest Place, Fourth Filing 1,550 square feet
- c) All Lots in Sherwood Forest Place, Fifth Filing 1,400 square feet

The Review Board may, at its sole discretion, approve the plan for a Dwelling Unit containing, exclusive of porches, breezeways, and garages, less than the minimum square footage shown above, but in no event shall such reduction exceed ten percent (10%) of the minimum square footage. For those Dwelling Units more than one story in height, the first floor shall contain a minimum square footage of heated area of Dwelling Unit, exclusive of porches, breezeways, and garages of 1,200 square feet.

8.4.3 Exterior Materials. Any residence erected, placed or altered shall not be constructed exteriorly of imitation brick or stone, and at least sixty percent (60%) of the exterior must be brick or glass. All painted exteriors must have at least two (2) coats of paint. The color and texture of all exterior materials or improvements must conform to the character of the neighborhood, as determined by the Review Board, and must be approved by the Review Board prior to application. Front doors must be solid core wood or metal.

8.4.4 Fireplace Material. Uncovered galvanized metal fireplace flues and chimneys are not permitted. Any metal chimney flue must be screened from view with brick, stucco, or wood siding. The top of the chimney must be covered by a chimney cap made of stucco, brick, aluminum, copper or a dark galvanized metal. An exposed spark arrestor on a manufactured fireplace flue is not acceptable.

- 8.4.5 Fences.** No fence shall be erected on a Lot beyond the front building setback line of that Lot. All fencing material must be brick, stone, stucco, wrought iron or wood, unless otherwise approved by the Review Board. No chain link fences are permitted. No fence may exceed six (6) feet in height except fences along the perimeter boundary of the property which may not exceed eight (8) feet in height. Any fence erected parallel to the lake on the rear of a Lake Lot shall be located no closer than twenty (20) feet from the water's edge and be no more than three (3) feet in height unless approved in advance by the Review Board. Fences that are perpendicular to the lake on the Lake Lots must taper down to three (3) feet high at the rear property corner, starting back from twenty (20) feet from the corner. Fences facing a street must have the finished side of the fence facing the street. No support or brace boards of a fence may face the street.
- 8.4.6 Driveways.** The driveway shall be constructed of brick, stone or concrete. Asphalt and granular materials such as gravel, crushed stone or dirt are not permitted. To avoid adjoining driveways on neighboring Lots, the Review Board shall make the final determination as to which side of a Lot the driveway and garage may be located.
- 8.4.7 Roof Pitch.** The minimum roof pitch shall be 7/12 unless otherwise approved by the Review Board.
- 8.4.8 Ceiling Height.** All residences shall be constructed with at least eighty (80%) percent of the ceiling on the ground floor to be not less than nine (9') feet high.
- 8.4.9 No Garage Apartments.** No garage apartment or prefabricated storage building shall be built or placed on any Lot.
- 8.4.10 Servitudes.** Servitudes for installation, maintenance of utilities and drainage facilities are reserved as shown on the Final Plat.
- 8.4.11 Satellite Dishes.** No satellite dishes or antennas larger than twenty (20) inches in diameter shall be allowed unless approved by the Review Board. Any satellite dish permitted herein shall not be visible from any street.
- 8.4.12 No Window Units.** No window or wall air conditioning units shall be visible from any street. Window and wall air conditioning units are expressly prohibited on all Lake Lots and corner lots.
- 8.4.13 Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the property, provided that up to three (3) generally recognized house pets may be kept in a Dwelling Unit; provided, however that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the Property upon ten (10) days after delivery of written notice from the Board of Directors. Such pets shall not be permitted upon the Common Areas unless accompanied by an adult and unless

carried or leashed. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

8.5 Drainage. The Owner of a Lot is responsible for providing for "positive" storm water drainage in the direction indicated in the drainage plan for Sherwood Forest Place, Fourth Filing and Sherwood Forest Place, Fifth Filing on file with the Department of Public Works of East Baton Rouge Parish. Drainage may be surface and/or subsurface. An Owner shall not impede or modify the natural drainage flow of any lot in any manner that will adversely affect other Owners. The Review Board or any other Owner shall have the right to bring legal action to enforce this restriction.

8.6 Completion of Improvements. The exterior construction of any building started on a Lot must be completed within nine (9) months following the pouring of the foundation for that building. If such improvements are not completed within the time period specified in this section, then the Owner shall remove the foundation from the Lot and restore the Lot to a clean and attractive appearance.

8.7 Fill to Lot. No Owner shall add fill to a Lot so as to adversely affect the drainage of any adjoining Lot or as to increase the cost of installing foundation footings on any adjacent Lot.

8.8 Combination of Lots. Subject to the approval of the Review Board, nothing in this Declaration shall prohibit an Owner of any two adjoining Lots having frontage on the same street from erecting a residence on the two Lots, which shall be considered, for the purpose of this Declaration, as one Lot.

8.9 No Resubdivision. No Lot or Lots shall be sold except with the description as shown on the Final Plat; provided, however, that any Lot or Lots may be subdivided or re-platted with written consent of the Declarant or Review Board. No Lot may be resubdivided if the resulting Lot has less frontage on a street without obtaining the consent of the Review Board and of two-thirds (2/3) of the Lots on the affected street.

8.10 Outside Lighting, Etc. Outside lighting, outside music or sound producing devices, and any other mechanical devices shall be subject to the approval of the Review Board, and any standard adopted respecting any restrictions in this regard shall be final.

8.11 Grass Cutting. Each Owner must keep the grass cut on his Lot at his expense. The Declarant is responsible for cutting the grass on all Lots owned by Declarant.

8.12 Mailboxes. All mailboxes must be of the same design, material and paint color as approved by the Review Board. Specifications, prices and place of purchase will be provided and must be approved by the Review Board before installation.

8.15 Grade Elevation. The minimum finished grade of elevation of any residence or permanent structure constructed within the Property shall be as required by Baton Rouge City/Parish Department of Public Works.

8.16 Parking of Mobile Homes, Vehicles and Commercial Vehicles. The keeping of a mobile home or trailer, either with or without wheels, on any Lot covered by this Declaration is prohibited. A motorboat, recreational vehicle (RV) or other similar water borne vehicle or recreational vehicle may be maintained, stored or kept on any Lot only if kept hidden from view of the street. There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Lot or on the streets of Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing. There shall be allowed no routine parking of vehicles belonging to Owners on the streets of Sherwood Forest Place, Fourth Filing or Sherwood Forest Place, Fifth Filing.

8.17 No Signs. No signs of any kind, except standard real estate signs, seasonal decorations or signs required by law to be posted, shall be displayed to the public view on or from any Lot without the prior consent of the Review Board or its agents.

8.18 No Noxious Activity. No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the other Owners of Lots. No offensive or unlawful use shall be made of any Lot, the Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having applicable jurisdiction thereof shall be observed. The responsibility of meeting requirements of governmental bodies which require maintenance or modification, are enforceable in the same way as the responsibility for the maintenance and repair of the Lot concerned.

8.19 Landscaped Areas. Nothing shall be altered or constructed in or removed from the Common Areas as shown on the Final Plat area, except upon the written consent of the Review Board. There shall be no storage or obstructions placed or parking on any Common Area without the prior written consent of the Review Board.

8.20 Responsibility for Lots. Each Owner shall be responsible for the maintenance of all landscaping on his Lot, and for maintaining his Lot, residence and driveway in a clean and orderly fashion at all times, and the Owner shall be responsible for paying all costs of said maintenance and for any such repairs which may be necessary. Owners shall keep their Lot(s) mowed at all times and free from rubbish, trash, debris and noxious weeds, in default of which the Board of Directors may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney's fees. The Owners of Lake Lots shall be responsible for properly landscaping and maintaining such portion of the lake and frontage adjacent to their Lot, including without limitation planting grass sod on the banks, mowing and keeping the banks free from weeds and the control of erosion. In default, the Review Board may cause such work to be performed and may demand and sue for reimbursement for such costs and reasonable attorney fees. The maintenance of the lake shall be as provided in this Declaration. Any amounts incurred by the Association shall be considered an Assessment and enforced in accordance with Article 7.

8.21 Boats on Lake. There shall be no motorized boats allowed, stored or operated on the lake.

8.22 Building Setbacks. Unless approved in advance by the Review Board (and provided that the placement on a Lot does not violate any zoning or subdivision ordinances or regulations), no improvement, of any kind shall be located nearer than five feet (5') to any Lot boundary, unless a greater distance is shown on the Final Plat, and except as provided in Section 5.2 for zero lot line Lots in Shenwood Forest Place, Fifth Filing, as shown on the Final Plat. The front minimum building setback line for all Lots shall be twenty-five feet (25'). Rear minimum setback shall be twenty feet (20') and shall only apply to Dwelling Units.

Article 9 Miscellaneous

9.1 Right of Amendment. The Declarant reserves the right to amend this Declaration one or more times in any manner or for any purpose deemed necessary or appropriate in the sole discretion of the Declarant. Any amendment of this Declaration shall be in writing and shall be effective when filed for Recordation.

9.2 Term of Declaration. Unless amended as herein provided, all other covenants, conditions, restrictions, servitudes and other provisions contained in this Declaration shall be effective until December 31, 2024, and thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by the vote, by written ballot, of Owners holding at least two-thirds (2/3) of the voting power of Association. The termination of this Declaration shall be effective upon the Recording of a certificate, executed by the President or Vice President and the Secretary or an Assistant Secretary of the Association, stating that this Declaration has been terminated by the vote of Owners as provided herein.

9.3 Amendment of Declaration by Owners. Except as may otherwise be provided in this Declaration, and subject to provisions elsewhere contained herein requiring the consent of Declarant or others, any covenant, condition, restrictions, servitude or other provision contained in this Declaration may be amended or repealed at any time and from time to time upon approval of the amendment or repeal by the vote of Members (including Declarant) of the Association holding at least two-thirds (2/3) of the voting power of the Association present in person or by proxy at duly constituted meetings.

9.4 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Declaration to the contrary, any proposed amendment or repeal of any provision of this Declaration or any addition hereto or any other Amendment of this Declaration shall not be effective unless Declarant has given its written consent to such amendment or repeal, which consent may be evidenced by the execution by Declarant of a certificate of amendment or repeal. The foregoing requirement for consent of Declarant to any amendment or repeal of any provision of this Declaration shall terminate at such time as the last Lot has been sold and conveyed by Declarant or until Declarant shall voluntarily relinquish this requirement for its consent, whichever shall be first to occur.

9.5 Priority of First Mortgage Over Assessments. Each First Mortgagee who obtains title to the Lot encumbered by such First Mortgage, pursuant to the remedies provided in such First Mortgage, by judicial foreclosure or by deed or assignment in lieu of foreclosure, shall take title to such Lot free and clear of all claims for unpaid Assessments or charges against such Lot which accrued prior to the time such First Mortgagee acquires title to such Lot, other than allocation of any deficiency prorated among all Owners of the Association.

9.6 Enforcement by Self Help. Declarant or the Association or any authorized agent of either of them, may enforce, by self help, any of the covenants, conditions, restrictions, servitudes or other provisions contained in this Declaration, provided such self help is preceded by Notice and Hearing as set forth in the By-Laws, unless an emergency exists. The Declarant and Association shall have such other enforcement rights as allowed or granted under law.

9.7 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

9.8 Costs and Attorneys' Fees. In any action or proceeding under this Declaration, the Association shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

9.9 Limitation on Liability. The Association, the Board of Directors, the Review Board, Declarant, and any Owner, agent or employee of any of the same shall not be liable to any person arising out of the enforcement or failure to enforce any provision of this Declaration if the action or failure to act was in good faith and without malice.

9.10 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes set forth herein.

9.11 Governing Law. This Declaration shall be construed and governed under the laws of the State of Louisiana.

9.12 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.13 Number and Gender. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

9.14 Captions for Convenience. The table of contents, titles, headings and captions used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions contained herein.

9.15 Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights

and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established by this Declaration governing the Common Area; together with the covenants, conditions, restrictions, easements, reservations, rights-of-way, servitudes and other provisions established upon any other property, as one plan.

9.16 Conflicts in Legal Documents. In case of conflicts between the provisions in this Declaration and the Articles of Incorporation or By-Laws, this Declaration shall control. In case of conflicts in the provisions of the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date stated above, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

Traci L. O'Malley

Sonja D. Langlois

ASC Development LLC

By:

Alan A. Eisenbraun
Alan A. Eisenbraun, Ph.D.
Managing Member

Alan A. Eisenbraun
NOTARY PUBLIC

Exhibit "A"

Forty-five (45) certain lots or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lots 170 through 214, in that subdivision known as Sherwood Forest Place, Fourth Filing and designated on the official map or plan thereof prepared by GWS Engineering, Inc. dated May 11, 1998, entitled "Final Plat of Sherwood Forest Place, Fourth Filing" located in Sections 5 & 8, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, a copy of which is on file and of record as Original 789, Bundle 10892, with the Clerk and Recorder for the said Parish and State.

Exhibit "B"

Eleven (11) certain lots or parcels of ground, together with all buildings and improvements thereon, situated in the Parish of East Baton Rouge, State of Louisiana, being designated as Lots 215 through 225, in that subdivision known as Sherwood Forest Place, Fifth Filing and designated on the official map or plan thereof prepared by GWS Engineering, Inc. dated May 11, 1988, entitled "Final Plat of Sherwood Forest Place, Fifth Filing" located in Section 8, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, a copy of which is on file and of record as Original 791, Bundle 10882, with the Clerk and Recorder for the said Parish and State.

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DOUG WELBORN

CLERK OF COURT & RECORDER

CERTIFIED TRUE COPY

BY _____

DEPUTY CLERK & RECORDER