

DEED RESTRICTIONS

SHERWOOD FOREST

10<sup>TH</sup> FILING, LOTS 991 TO 1021

ARCHITECTURAL CONTROL COMMITTEE

HOLT HARRISON

GEORGE R. SHARP

THOMAS R. WALKER

10th

36-1449

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared East Glenhaven, Inc., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its Vice-President, George P. Shorn, being duly authorized to appear and act by virtue of a resolution of the Board of Directors of said corporation on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, and Sherbrook, Inc., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its President, Jack J. Harelson, being duly authorized to appear and act by virtue of a resolution of the Board of Directors of said corporation on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana, who after being duly sworn, did declare that East Glenhaven, Inc. and Sherbrook, Inc., are the owners of thirty-one (31) lots or parcels of ground, bearing number nine hundred ninety-one (991) through one thousand twenty-one (1021), inclusive, and being designated on the final plat of the William Benton Harelson Tract and part of the Harrison and Parnell Tract located in Section 75, Township 7 South, Range 2 East, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana, said subdivision having been laid out by Edward E. Evans, C. E., and said plat dated Baton Rouge, Louisiana MAY 8, 1967 a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "Ne Varietur" by me, said Notary, for identification herewith.

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Apparers further declared that they have established and do hereby establish certain building restrictions and conditions for the benefit of said property to be binding upon and enforceable by the present or future owners of said lots, it being the intention of apparers to establish these restrictions as servitudes and covenants running with the land and applicable to each of the above described and numbered lots, said restrictions being set out as follows, to-wit:

1. Except as hereinafter provided, all of the lots contained in this subdivision are hereby designated as residential lots, and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two and one-half stories in height and a private garage or carport for not more than three (3) cars.

2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless approved.
3. The minimum requirements for residential structures are set out as follows:
  - (a) For single-story residences 1800 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2250 square feet.
  - (b) For two-story or 1 1/2 story residences 2100 square feet total of heated living area with a minimum of 1200 square feet of heated living area on the ground floor. The minimum roof area shall be 1600 square feet.

The above set out living areas are exclusive of open porches and carports or garages. The above set out roof areas are inclusive of porch, carports, and garage roofs.

No carport or garage shall be erected unless said carport or garage is constructed large enough to contain a minimum of two (2) automobiles.

4. No building shall be located on any lot nearer to the front lot line than thirty (30) feet, nor nearer to the side property line than eight (8) feet. Garages and carports may be attached to main dwelling but must not be nearer to the side property line than five (5) feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building. A maximum building set-back line of fifty (50) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than five (5) feet to any side line or closer than ten (10) feet to rear lot line.
5. Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on the recorded plat.
6. No commercial business or noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood; this shall not be interpreted to restrict a builder from erecting temporary warehouses and/or offices on any lots for the construction of houses on the same lots.
7. No sign of any kind shall be displayed to the public view on any lot, except one sign of no more than five (5) square feet advertising this property for sale or rent or customary signs used by a builder or real estate broker to advertise the property during the construction and sales period. However, the limitation shall not apply to the developer of the subdivision.
8. No oil drilling oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. No house trailers, commercial vehicles, ~~wagon trailers~~, ~~business~~ or trucks shall be kept, stored, repaired or maintained on any lot, servitude or right-of-way in any manner which would detract from the appearance of the subdivision. No structure of a temporary character, trailer, basement, tent, shack, barn or other out-building shall be allowed on any lot for a prolonged period of time so as to distract from the appearance of the subdivision.
10. No building materials and no building equipment of any kind may be placed or stored on any lot except in the actual course of construction of a residence or other building thereon. No vacant lot shall be used for gardening or farming purposes, except that flowers and shrubbery may be grown for non-commercial purposes.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots will have been recorded, agreeing to change said covenants in whole or in part.
12. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof and the latter shall remain in full force and effect.
13. No livestock, animals or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
14. No building or structure shall be constructed using imitation brick, imitation stone or asbestos on the exteriors. Residences shall be constructed with exteriors predominantly of masonry or masonry veneer. Residences proposed to be constructed with exteriors of material other than the above are subject to disapproval by the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.
15. An Architectural Control Committee composed of Holt B. Harrison, George R. Sharp and Thomas R. Walker is hereby authorized and appointed. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members or the Committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
16. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction have been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
17. Only underground electric service, constructed and maintained in accordance with Standard Service Practices of the utility company, will be available for the lots in Sherwood Forest 10th Filing, and no above surface electric service wires will be installed outside of any structure. All Purchasers of lots understand and agree that underground electric service lines will extend through and under said lots in order to serve the residences thereon and said underground lines shall be subject to ingress and egress by Gulf States Utilities Company, and said lot owners shall ascertain the location of said lines and keep the area over the route of said line free and clear of structures, trees or other obstructions. The utility servitude area dedicated and shown on the recorded map of said Sherwood Forest 10th Filing may be cleared and kept clear by an utility of any trees, or protrusions of structures located on adjacent property.
18. These covenants prohibit the resubdivision of lots from any dimensions other than those shown on the official recorded plat, however, this does not prohibit the use of more than one (1) lot for one (1) residence.
19. No garage apartments are to be erected or to be used as a residence, except as a residence for domestic servants to the occupants of the main residential premises.
20. No fence shall be erected on said lot beyond the front building set-back line of that lot, nor nearer any street than forty (40) feet.

