

DEED RESTRICTIONS

SHERWOOD FOREST

14TH. FILING, LOTS 1336 TO 1354

ARCHITECTURAL CONTROL COMMITTEE

P. O. DAVIS, JR.

JACK J. HARELSON

THOMAS R. WALKER

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BOOK 5930E7003

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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 Sherbrook, Inc., and Sherwood Enterprises, Inc., Louisiana corporations domiciled in East Baton Rouge Parish, Louisiana, represented herein by its President, Jack J. Harelson, of both corporations being duly authorized to appear and act by virtue of a resolution of the Board of Directors of said corporations 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 Sherbrook, Inc., and Sherwood Enterprises, Inc., the owners of nineteen (19) lots or parcels of ground, bearing numbers one thousand three hundred thirty-six (1336) through one thousand three hundred fifty-four (1354), inclusive, and being designated on the final plat of Sherwood Forest Subdivision 14th Filing and being designated as part of the Jack J. Harelson Tract in Section 75, Township 7 South, Range 2 East, Greenburg 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, February 3, 1969, a copy of which is attached hereto and made a part hereof, and which said plat is paraphrased "NeVarietur" by me, said Notary, for identification herewith.

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Appearer further declared that it has established and does 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 appearer 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 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 less than 2 cars and for not more than four (4) cars. All carports or garages must be in the rear of the residence.
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, the 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. In no case can a fence extend beyond the front line of the residence.

3. The minimum requirements for residential structures are set out as follows: (a) For single-story residences 2200 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2650 square feet. (b) For two-story or 1½ story residences, 2400 square feet total of heated living area with a minimum of 1700 square feet of heated living area on the ground floor. The minimum roof area shall be 2100 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.
4. No building shall be located on any lot nearer to the front lot line than forty-five (45) feet, nor nearer to the side property line than ten (10) feet. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. A maximum building set-back line of sixty (60) feet in hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than ten (10) feet to rear lot line. On lot numbered 1353, no resident, carport, garage or any other type of building or fence shall be erected closer than twenty (20) feet to Woodcliff Drive. On lot numbered 1354, no resident, carport, garage or any other type of building or fence shall be erected closer than forty (40) feet to Woodcliff Drive.
5. Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on recorded plat.
- 749 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 a 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, tank, 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 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. Invalidation of any of these covenants by judgement 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 Jack J. Harelson, P. O. David, Jr. 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 of any member of the Committee or resignation, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. At any time, after three (3) years, 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 thirty (30) days after the 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 Practices of the utility company, will be available for the lots in Sherwood Forest Subdivision 14th 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 Subdivision 14th Filing may be cleared and kept clear by a 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

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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.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 12th day of March, 1969.

WITNESSES:

[Signature]
[Signature]

SHERBROOK, INC.

BY: *[Signature]*
Jack J. Harelson, President

SHERWOOD ENTERPRISES, INC.

BY: *[Signature]*
Jack J. Harelson, President

[Signature]
 MOLT B. HARRISON, Notary Public

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FILED FOR RECORD

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RECORDED PSN E.S.R.
 CON BK 5067 FOL 248
 REG. SEC. FOL

[Signature]
 Notary Public

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

NO. 89-16974

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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 Sherbrook, Inc., and Sherwood Enterprises, Inc., Louisiana corporations domiciled in East Baton Rouge Parish, Louisiana, represented herein by its President, Jack J. Harelson, of both corporations, being duly authorized to appear and act by virtue of a resolution of the Board of Directors of said corporations 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 Sherbrook, Inc., and Sherwood Enterprises, Inc., the owners of nineteen (19) lots or parcels of ground, bearing numbers one thousand three hundred thirty-six (1336) through one thousand three hundred fifty-four (1354), inclusive, and being designated on the final plat of Sherwood Forest Subdivision 14th Filing and being designated as part of the Jack J. Harelson Tract in Section 75, Township 7 South, Range 2 East, Greenburg 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, February 3, 1968a 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.

Appearer further declared that it has established and does 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 appearer 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 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 less than 2 cars and for not more than four (4) cars. All carports or garages must be in the rear of the residence.
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, the 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. In no case can a fence extend beyond the front line of the residence.

3. The minimum requirements for residential structures are set out as follows: (a) For single-story residences 2200 square feet of heated living area. The minimum requirements for the horizontal roof area shall be 2650 square feet. (b) For two-story or $1\frac{1}{2}$ story residences, 2400 square feet total of heated living area with a minimum of 1700 square feet of heated living area on the ground floor. The minimum roof area shall be 2100 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.
4. No building shall be located on any lot nearer to the front lot line than forty-five (45) feet, nor nearer to the side property line than ten (10) feet. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. A maximum building set-back line of sixty (60) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than ten (10) feet to rear lot line. On lot numbered 1353, no resident, carport, garage or any other type of building or fence shall be erected closer than twenty (20) feet to Woodcliff Drive. On lot numbered 1354, no resident, carport, garage or any other type of building or fence shall be erected closer than forty (40) feet to Woodcliff Drive.
- 445 5. Easements for installation and maintenance of utilities, drainage facilities, and sidewalks are reserved as shown on 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 a 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, tank, 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 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. Invalidation of any of these covenants by judgement 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 Jack J. Harelson, P. O. David, Jr. 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 of any member of the Committee or resignation, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed to this covenant. At any time, after three (3) years, 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 thirty (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 Practices of the utility company, will be available for the lots in Sherwood Forest Subdivision 14th 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 Subdivision 14th Filing may be cleared and kept clear by a 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.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 7 day of February, 1969.

WITNESSES:

[Signature]
[Signature]

SHERBROOK, INC.

BY: [Signature]
 Jack J. Harelson, President

SHERWOOD ENTERPRISES, INC.

BY: [Signature]
 Jack J. Harelson, President

[Signature]
 HOLT B. HARRISON, Notary Public

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FILED RECORD
 Feb 7 3 21 PM '69
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 May M. Jones

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 * AMENDMENT OF *
 * RESTRICTIONS *
 * FOR *
 * SHERWOOD FOREST, *
 * FOURTEENTH FILING *

KNOW ALL MEN BY THESE PRESENTS, That

SHERWOOD ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, and represented herein by Jack J. Harelson, its President, being duly authorized 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 of this Parish and State,

and

SHERBROOK, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, and represented herein by Thomas R. Walker, its Secretary-Treasurer, being duly authorized 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 of this Parish and State,

who declared that said Corporations are the owners of certain lots in that subdivision known as SHERWOOD FOREST, FOURTEENTH FILING, and being Lot Numbers 1338, 1339, 1340, 1341, 1342, 1344, 1346, 1348, 1350, 1351, 1352, 1353, 1354, with Sherwood Enterprises, Inc., owning certain of said lots and with Sherbrook, Inc., owning certain of said lots,

OVERLAND REALTY, INC., a corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, Louisiana, and represented herein by Jack J. Harelson, its President, being duly authorized 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 of this Parish and State,

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who declared that said Corporation is the owner of a certain lot in that subdivision known as SHERWOOD FOREST, FOURTEENTH FILING, said lot being Lot 1345 of said subdivision,

and

GERALD F. D'ARENSBOURG, a resident of lawful age of majority of the Parish of East Baton Rouge, Louisiana, who declared that he is married to and living with Jeanette Gautreaux D'Arensbourg, born Gautreaux, in said Parish and State, who declared that he is the owner of Lot 1336, said SHERWOOD FOREST, FOURTEENTH FILING,

LAWRENCE S. MULLINS, a resident of lawful age of majority of the Parish of East Baton Rouge, Louisiana, who declared that he is married to Odell Edelman Mullins, born Edelman, with whom he is living and residing in said Parish and State, who declared that he is the owner of Lot 1337, said SHERWOOD FOREST, FOURTEENTH FILING,

JIM E. CLARK, a resident of lawful age of majority of the Parish of East Baton Rouge, Louisiana, who declared that he is married to Louella Gordon Clark, born Gordon, with whom he is living, who declared that he is the owner of Lot 1343, said SHERWOOD FOREST, FOURTEENTH FILING,

CARLO V. MADDIE, a resident of lawful age of majority of the Parish of East Baton Rouge, Louisiana, who declared that he is married to Ruth Jeansonne Maddie, born Jeansonne, with whom he is living and residing in said Parish and State, who declared that he is the owner of Lot 1347, said SHERWOOD FOREST, FOURTEENTH FILING,

and

GRANT ARNOLD AND ELEANORE SMITH ARNOLD, born Smith, both residents of lawful age of majority of the Parish of East Baton Rouge, Louisiana, who declared that they are married to and living with each other in said Parish and State, who declared that they are the owners of Lot 1349, said SHERWOOD FOREST, FOURTEENTH FILING,

Appearers further declare that they are the owners of all of the lots in that subdivision known as SHERWOOD FOREST, FOURTEENTH FILING, said subdivision having been laid out by Edward E. Evans and Associates, Inc., dated February 3, 1969, a copy of the map of said subdivision being on file and of record in Original 90, Bundle 6974 of the official records of the office of the Clerk and Recorder of East Baton Rouge Parish, Louisiana.

Appearers further declared that certain building restrictions and conditions have been established for the benefit of said property to be binding upon and enforceable by the present or future owners of said property or any part thereof, said building restrictions being dated March 12, 1969, and recorded March 13, 1969, in Conveyance Book 2061, Folio 748, Original 59, Bundle 7003 of the official records of East Baton Rouge Parish, Louisiana.

Appearers further declare that they have agreed to and do by these presents hereby amend Article 4 of said building restrictions to read as follows:

98 "4. No building shall be located on any lot nearer to the front lot line than thirty-five (35) feet, nor nearer to the side property line than ten (10) feet. For the purposes of this covenant, eaves and steps shall not be considered as part of the building. A maximum building set-back line of sixty (60) feet is hereby authorized. Detached garages and/or accessory buildings shall not be erected closer than seven and 5/10 (7.5) feet to rear lot line. On lot numbered 1353, no residence, carport, garage, or any other type of building or fence shall be erected closer than twenty (20) feet to Woodcliff Drive. On lot numbered 1354, no residence, carport, garage or any other type of building or fence shall be erected closer than forty (40) feet to Woodcliff Drive."

Appearers further declare that the building line shown on the map of said subdivision on file and of record as Original 90, Bundle 6974 referred to hereinabove shall be, and the same is hereby amended, so as to conform to the building line established herein by the amendment of Article 4 of said building restrictions and that all other restrictions of record as aforesaid, as herein amended, shall remain in full force and effect as written.

WITNESS THE HAND OF SAID APPEARERS at Baton Rouge, Louisiana, on this 10th day of June, 1970, in the presence of the undersigned competent witnesses.

WITNESSES TO ALL SIGNATURES:

Harold L. Heber

Mrs. Warrick B. Heber

SHERWOOD ENTERPRISES, INC.

By: Jack J. Harelson
Jack J. Harelson, President

SHERBROOK INC.

By: Thomas R. Walker
Thomas R. Walker, Secretary-Treasurer

OVERLAND REALTY, INC.

By: Jack J. Harelson
Jack J. Harelson, President

Gerald F. D'Arensbourg
Gerald F. D'Arensbourg

Lawrence S. Mullins
Lawrence S. Mullins

Jim E. Clark
Jim E. Clark

Carlo V. Maddie
Carlo V. Maddie

Grant Arnold
Grant Arnold

Eleanore Smith Arnold
Eleanore Smith Arnold

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, That on this 10th day of June, 1970, before me, Geraldine B. Weaver, Notary Public, in and for the Parish of East Baton Rouge, State of Louisiana, duly commissioned and qualified, personally came and appeared:

----- HAROLD L. DREHER -----

a resident of the lawful age of majority of the Parish of East Baton Rouge, State of Louisiana,

who declared that he witnessed the foregoing instrument and the signatures of the parties thereto, and that each of the parties signed his name in his presence as his own act and deed and for the purposes therein set forth.

THUS DONE AND SIGNED in my office in the City of Baton Rouge, Louisiana, in the presence of Jessie A. Shrader and Donna Dillard, competent witnesses, who have signed their names hereunto with the witnesses and me, Notary, on the day and month first above written.

WITNESSES:

Jessie A. Shrader
Jessie A. Shrader

Harold L. Dreher
Harold L. Dreher

Donna B. Dillard
Donna Dillard

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Geraldine B. Weaver
Geraldine B. Weaver, Notary Public

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BOOK NO. 9182 FOL. 95
Margaret Oliver