

DEED RESTRICTIONS

WEST SHERWOOD FOREST

9TH FILING, LOTS 332 TO 401

ARCHITECTURAL CONTROL COMMITTEE

HOLT HARRISON

GEORGE R. SHARP

THOMAS R. WALKER

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 West Sherwood Forest, Inc., a Louisiana corporation domiciled in East Baton Rouge Parish, Louisiana, represented herein by its Vice President, George R. Sharp, 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 West Sherwood Forest, Inc., is the owner of Seventy (70) lots or parcels of ground, bearing numbers three hundred thirty two (332) through four hundred one (401), and a 6.72 acre tract of land known as Tract A, inclusive, and being designated on the final plat of West Sherwood Forest Subdivision Ninth Filing, and being the subdivision of a portion of the George Sharp tract and the Holt B. Harrison, George R. Sharp Tract, located in Section 86, Township 7 South, Range 1 East, Greensburg Land District of Louisiana, Parish of East Baton Rouge, Louisiana, said subdivision having been laid out by Edward E. Evans & Associates, Inc., Civil Engineer, and said plat dated Baton Rouge, Louisiana November 22, 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.

Apparers 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 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 privated 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 2000 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 and 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 porches, carports and/or 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 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 no shall oil wells, tanks, tunnels, mineral excavations 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 structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
10. No 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 period 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 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 materials other than the above are subject to disapproval by the Architectural Control Committee when such use of materials in their opinion is not reasonably harmonious with the surrounding structures.
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 of the Committee, 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, 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 of 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 covenant shall be deemed to have been fully complied with.
17. Tract "A", containing 6.72 acres, fronting on the North side of Goodwood Boulevard; is hereby designated as "commercial" and legitimate commercial businesses may be conducted and operated on said commercial tract, except as follows, to-wit:
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- (a) No gambling establishments, barrooms, or saloons shall be conducted or operated on the above described tract.
 - (b) No Junk yard shall be operated, conducted or maintained on said tract, and none of said tract shall be used to store, keep or maintain wrecked or abandoned motor vehicles or machinery of any kind.
 - (c) No trailer camp shall be maintained, operated or conducted on said tract.
 - (d) No poultry business, fish market, or stock yard shall be operated or conducted on said tract and no live cattle, horses, hogs, chickens, or other animals shall be kept or maintained thereon.
 - (e) No manufacturing plant or industrial facility shall be operated conducted or maintained on any of said tract.
 - (f) No other noxious, unsanitary, unsightly, or unusually noisy business, trade or occupation shall be conducted or operated on any of said tract, nor shall any other business which might be considered a nuisance be conducted or operated thereon.
 - (g) Nothing herein contained shall be construed as prohibiting the use of this commercial site for residential purposes.

18. Only underground electric service, constructed and maintained in accordance with Standard Service Practices of the utility company will be available for the lots in West Sherwood Forest Subdivision Ninth Filing, and no above surface electric service wires will be installed outside of any structures. 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 line free and clear of structures, trees or other obstructions. The utility servitude area dedicated and shown on the recorded map of said West Sherwood Forest Subdivision, Ninth Filing may be cleared and kept clear by any utility of any trees, bushes, and other growth, including any overhanging branches of trees, or protrusions of structures located on adjacent property.
19. 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.
20. 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.
21. No fence shall be erected on said lot beyond the front building setback line of that lot, nor nearer any street than forty (40) feet.

THUS DONE AND SIGNED in my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses, this 29th day of November, 1967.

442 WITNESSES:

Jane Dixon
Dorothy Albert

WEST SHERWOOD FOREST, INC.

BY: George R. Sharp
GEORGE R. SHARP, Vice President

Holt B. Harrison
HOLT B. HARRISON, Notary Public

FILED FOR RECORD

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RECORDED F.S.H.E. & R.
CON. BY 1994 FOL 439

Mary M. Duncan
Mary M. Duncan