

## **PART 1. ADMINISTRATION AND LAKE SHERWOOD COUNCIL**

1.1 To administer the general plans of the property owners, there is created hereby a committee to be known as the Lake Sherwood Council (referred to as the Council). The purpose of Lake Sherwood Council is to administer the covenants set forth in this document for the benefit of the purchasers and owners of lots in the subdivision.

1.2 The Council shall be composed of three (3) individuals who are each a director of the Board of Directors of Sherwood Lake Association, each of whom shall be selected by the Board of Directors of Sherwood Lake Association.

1.3 There is hereby vested in the Council the following powers and authority:

The Council shall have such authority as may be given it by the Restrictions and Protective Covenants of Lake Sherwood Acres, as amended. Anything to the contrary notwithstanding, no residence, building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition, change or alteration of any kind be made on any lot in the Subdivision until plans and specifications showing the nature, kind, shape, height, material, floor plans, color schemes, locations, and approximate costs of such structure, and approximate date to complete construction, and grading plan of the lot on which improvements are to be erected shall have been submitted to and approved in writing by a majority vote of the Council or their authorized representative(s) and a copy thereof is finally approved and lodged permanently with the Council. The Council shall have the right by majority vote to refuse to approve any such plans or specifications or grading plans which are unsuitable or undesirable in its opinion for aesthetic or other reasons, and, in so passing upon such plans, specifications and grading plans, the Council shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, the Site upon which it is proposed to be erected, the harmony thereof with the surroundings, the anticipated costs of construction, the anticipated time to complete construction, and the effect of the building or other structure or improvement as planned on the outlook from the adjacent or neighboring properties. In the event the Council fails to approve or disapprove within thirty (30) days after any plans and specifications have been submitted to it, approval shall be deemed to have been granted, except that such shall not be considered a waiver of any other restrictions or covenants imposed by the Restrictions and Protective Covenants of Lake Sherwood Acres, as amended. If the construction of a proposed improvement has not commenced within six (6) months after the Council's approval, the Council's approval shall be considered withdrawn and new approval for the proposed construction must be obtained. However, the Council may grant extensions of approval from time to time for good cause. If the construction of the proposed improvements is not commenced within six (6) months following approval of the Council for reasons beyond the control of the owner or contractor, such as Acts of God, strikes, national calamities, or related events, the approval of the Council shall be extended in proportion to the delays caused by such events. If the construction of the proposed improvements has not been completed by obtaining a final inspection certificate and/or permit from the City of Baton Rouge and/or Parish of East Baton Rouge within eighteen (18) months following approval of the Council, except that as to construction of proposed improvements pending as of March 3, 1990, if the construction of the proposed improvements has

not been completed by obtaining a final inspection certificate and/or permit from the City of Baton Rouge and/or Parish of East Baton Rouge within eighteen (18) months after March 3, 1990, the Council shall have the right to halt any further construction of the improvements and/or require the demolition of the improvements at the expense of the owner or owners of the lot on which the improvements are being constructed by giving notice to such owner or owners that such construction must be completed within sixty (60) days of the date of the notice by obtaining a final inspection permit and/or certificate from the City of Baton Rouge and/or Parish of East Baton Rouge, and if the owner or owners fail to do so, the owner or owners shall immediately thereafter halt construction of such improvements and commence demolition of all improvements at the expense of such owner or owners. The Council, Sherwood Lake Association and/or any member of Sherwood Lake Association may obtain enforcement of this restrictive covenant by obtaining an injunction prohibiting further construction and/or ordering the demolition of all improvements at the expense of the owner or owners, money judgment for damages for the cost of demolition plus legal interest thereon from date of judicial demand and/or any other relief authorized by law, plus reasonable attorneys' fees for enforcement of this restrictive covenant, against the owner or owners who fail to halt construction and/or fail to demolish the improvements under construction at the expense of such owner or owners, and any such judgment obtained shall constitute a lien and mortgage on the lot and improvements on which such construction was pending. Such lien and mortgage shall include, but not be limited to, any expenses in having the improvements demolished, if the owner or owners fail to demolish the improvements at the owner's or owners' expense, plus legal interest thereon allowable under Louisiana law from the date of judicial demand until paid and reasonable attorneys' fees incurred in enforcing this restrictive covenant.