

Phase V

ACT OF RESTRICTIONS

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

ALAN R. MCKENDALL, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana, who declared unto me, Notary, that he has been married but once and then to Jennie Rita Williams from whom he was divorced by judgment of the Civil District Court for the Parish of Orleans, State of Louisiana, on July 12, 1990, in proceedings #89-15431, and that his present mailing address is 11279 Waverly Drive, New Orleans, Louisiana 70128;

who declared that appearer is the owner of certain real estate located in Orleans Parish, Louisiana described as follows:

NINETEEN CERTAIN LOTS OF GROUND, situated in Orleans Parish, Louisiana, located in the THIRD DISTRICT of the City of New Orleans, being a resubdivision of Parcel 4B-7, LaKrat Tract, Section 26, into LOTS 1-19, LAKE BULLARD SUBDIVISION, PHASE V, MCKENDALL PLACE, which parcel of ground is bounded by MIDPOINT DRIVE, BULLARD AVENUE side, DWYER ROAD and BERG CANAL, as per plan of survey by Dading, Marques & Associates, Inc., dated February 6, 1995.

That in order to comply with the higher standards for residential development and for the mutual protection and enjoyment of the property by appearer and his assigns, all sales of lots in the said subdivision shall be sold subject to the following restrictions and conditions applicable to the hereinabove lots.

The above described, enumerated and designated lots in Lake Bullard Subdivision, Phase V, McKendall Place, are hereinafter collectively referred to as the "lots". The restrictions contained in this act shall be applicable to the lots, but said restrictions shall not be applicable to any other property which may be shown on said subdivision plan.

The appearer, Alan R. McKendall, did further declare that he does hereby place the restrictions hereinafter set forth in this act on the above designated lots in Lake Bullard Subdivision, Phase V, McKendall Place, which restrictions shall run with the land and shall be binding an enure voluntarily or involuntarily to the future owners of the said lots or any portion thereof, and their heirs, successors, executors, administrators and assigns, which restrictions are as follows, to-wit:

ARTICLE ONE

The following restrictions contained in this Article One shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for two (2) successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded in the Conveyance Office for the Parish of Orleans agreeing to change any restrictions, in whole or in part, or to rescind said restrictions entirely:

1. No lot shall be used except for one (1) single-family dwelling and accessory buildings and private garages. No trailer, tent, shack, barn or other buildings of a temporary character shall be placed, erected or permitted to remain on any lot, nor can they be used as a residence temporary or permanent.
2. All buildings constructed or erected on any lot shall conform to the ordinances and statutes thereunto appertaining, except as herein more specifically limited.
3. Nothing herein contained shall prohibit the use and occupancy of any said lots for private recreational uses, such as tennis courts and swimming pools operated exclusively for private use and not for commercial purposes or community purposes.
4. Nothing herein contained shall prohibit the use and occupancy of any dwelling for the conduct of the following professional occupations: physician, surgeon, dentist, psychologist, lawyer, and clergyman. Provided not person shall engage in such professional activity, other than those who reside in the said dwelling; and provided further, that in no case shall more than fifteen (15%) percent of the floor area of any dwelling, exclusive of any accessory building and garage be used for any one or more of the said occupations; and provided further that no home occupation shall be permitted in any accessory building and garage; and provided further that no window or other display or sign may be used to advertise such occupancy other than a single sign nor more than four (4) inches in width and eighteen (18) inches in length. The said sign must be attached to the main dwelling.
5. Nothing herein contained shall prohibit the exploration for or the production and capture of oil, gas or other minerals by use of directional drilling methods only, and nothing herein contained shall prohibit or prevent the installation and maintenance of utilities.
6. Except as hereinabove provided, no sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent.
7. No animals, livestock 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 that they are not kept, bred or maintained for any commercial purpose.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in a sanitary container kept in such a manner as not to be visible from the street. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. Incinerators shall be prohibited.
9. No noxious, offensive activity shall be carried on, on any lot described herein, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or adjoining property owner.
10. No trucks, trailers, automobiles bearing advertisements or other commercial vehicles shall be stored or parked on the streets except when making delivery. The parking of trailers, boats, vehicles, except passenger automobiles in operating order, will not be allowed on the property unless inside enclosed garage or unless the same is not visible to other property or other roads or streets. Passenger vehicles and automobiles owned by a resident shall be stored or parked on the driveway, carport or garage and not on the street.
11. Cooling towers and condensers shall be erected in the rear yard and shall not project into the side yard areas.
12. Except as hereinafter set forth, fences shall not be erected or placed between the front building line and the front property line. Hedges and shrubbery may be placed or grown in this area but same shall not exceed two (2) feet in height. Bamboo shall not be grown in this area. Side fences, when erected between the front building line and the rear property line, shall not exceed seven (7) feet in height and shall be of a neat and substantial construction. Hedges and shrubbery may be grown along the side or rear property line but same shall not exceed seven (7) feet in height. Bamboo shall not be grown on any side or rear property line.
13. No one-story, single-family dwelling shall be erected, placed or permitted on any lot, other than a one-story, single-family dwelling having a minimum ground floor area of two thousand (2,000) square feet. For the purpose of this provision, the phrase "floor area" is defined to exclude an attached or detached carport or an attached or detached garage and shall also exclude patios and porches.
14. No two-story, single-family dwelling shall be erected, placed or permitted on any lot other than a two-story, single-family dwelling having a minimum ground floor area of one thousand two hundred (1,200) square feet and a minimum total floor area of two thousand three hundred (2,300) square feet. For the purpose of this provision, the phrase "floor area" is defined to exclude an attached or detached carport or an attached or detached garage and shall also exclude patios and porches.
15. No building shall exceed thirty-five (35) feet in height. These restrictions will not preclude a split-level house being built on any one lot.
16. Enforcement of these restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain any violation or to recover any damages, and may be instituted by anyone in interest, or his, her or their designated representative, and particularly by any person or persons owning any property that is subject to these restrictions. It is hereby expressly provided that

these restrictions may be enforced as hereinabove provided by any person, firm or corporation who now or in the future owns any lot situated in this subdivision.

17. Any notice required to be sent to any owner under the provision of this Agreement shall be deemed to have been properly sent when mailed, postpaid, to that last known address of the person who appears a owner in the records of the Orleans Parish Assessor's Office of Louisiana.
18. Deeds of Conveyance of all or any of said lots shall incorporate by reference all of the provisions contained in this document. However, whether or not recited in the Deeds of Conveyance, these restrictions shall be binding on every owner of every lot enumerated and described on Page 1 hereof.
19. Invalidation of any of one of these restrictions by judgment or court order, shall in no wise affect any of the other provisions, which shall remain in full force and effect.
20. No building or part thereof, shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than ten (10) feet to any side street line, or nearer than five (5) feet to the rear lot line, or nearer than five (5) feet to any interior side lot line, except that detached accessory buildings, including detached garages and detached carports, may be located three (3) feet or more from any interior side lot line.

For the purpose of this covenant, eaves, steps and open porches shall be considered as part of a building.
21. No lines or hanging devices are allowed for the drying of clothes or other purposes, unless within an enclosure not visible to other property or from any street.
22. Nothing herein contained is intended to prohibit the resubdivision of any lot or lots subject to these restrictions. In the event that any lot or lots are resubdivided into one or more lots, the restrictions imposed by this Act shall automatically encumber and apply to the newly created lot or lots and the said restrictions shall automatically cease to encumber and apply to the lot or lots so resubdivided. However, no lot shall contain less than eight thousand (8,000) square feet.
23. Each dwelling placed or permitted on any lot must also have on that lot a detached or attached two (2) car garage or two (2) car carport.
24. No building, fence or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the building, fence or structure have been approved by the "Architectural Control Committee" as to compliance with this act of restrictions. Approval shall be as provided herein.

Upon the amendment of the Lake Bullard Subdivision, Phase IV Restrictions and the amendment of the Lake Bullard Homeowners Association By-Laws providing for inclusion of lot owners in McKendall Place, owners of lots in McKendall Place shall have the same rights and obligations as owners in Lake Bullard Subdivision, Phase IV. Upon such amendment the "Architectural Control Committee" shall be composed of the same three (3) natural persons as established by the Lake Bullard Subdivision, Phase IV restrictions. Until such amendment and inclusion, Alan R. McKendall, 11279 Waverly Drive,

New Orleans, Louisiana 70128, shall be considered the designated representative of the committee.

The committee's approval or disapproval as required in this covenant shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within seventy two (72) hours after plans and specifications have been submitted to it, approval of the committee will not be required.

25. The restrictions, privileges and servitudes created in this Article One shall be binding for a period of twenty-five (25) years from the date hereof.

THUS DONE AND PASSED, in my office in the City of New Orleans, State of Louisiana, on the day and date first above written, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said appearer and me, Notary, after due reading of the whole.

WITNESSES:

ALAN R. MCKENDALL

WILLIAM P. CURRY, JR.,
Notary Public