

# Phase III



LAKE FOREST BUSINESS PARK  
4949 BULLARD AVENUE  
SUITE 100  
NEW ORLEANS, LOUISIANA 70128 (504) 241-4400

The attached Lake Bullard Subdivision land use and building construction restrictions are designed for the benefit and protection of all the Lake Bullard Subdivision property owners. We are convinced that, if all of us adhere to the requirements of the restrictions, our property values will be preserved and probably increase as time goes by. In order to insure compliance with these rules, regulations and restrictions, Lake Forest, Inc. has arranged the following procedure for construction plan approvals prior to construction.

Plans will be reviewed by our Engineering Department. Plans are to be submitted at our offices at 4949 Bullard Avenue - Suite 100 during normal working hours. The owner or builder or contractor should deliver two sets of plans for review by our engineering department. They will be inspected for compliance with the filed restrictions only. If there is compliance, the plan will be marked with approvals and the person who deposited the plans will be notified that their approved copy can be picked up. If the plans do not comply with the filed restrictions, the items of non-compliance will be noted and the person who deposited the plans will be notified that the plans can be picked up for necessary revisions.

If plans require revisions they will have to be re-submitted after the revisions are done. Lake Forest, Inc. will retain one set of final, approved plans for its files and future reference.

ACT OF RESTRICTIONS  
LAKE BULLARD SUBDIVISION  
PHASE 3  
BY  
LAKE FOREST, INC.

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UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ORLEANS

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BE IT KNOWN, that on this 9th day of the month of October, in the year one thousand nine hundred and eighty-four, BEFORE ME, Omer F. Kuebel, Jr., a Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LAKE FOREST, INC., a corporation organized under the laws of the State of Louisiana, and domiciled in the Parish of Orleans, State of Louisiana, which said corporation was created by private act duly acknowledged on March 6, 1970, filed and recorded in the Office of the Secretary of State of the State of Louisiana, on March 10, 1970, in the Record of Charters Book 289, and recorded in the Mortgage Office of Orleans Parish, Louisiana, in MOB 2167, folio 403, on March 13, 1970, and which said corporation is the successor corporation of LaKratt Corp., a New York corporation, pursuant to an Agreement of Merger dated March 10, 1970, filed and recorded in the Office of the Secretary of State of Louisiana, on March 20, 1970, in the Record of Charters Book 289, recorded in the Mortgage Office of Orleans Parish, Louisiana, in MOB 2179, folio 39, on April 1, 1970, and registered in the Conveyance Office of Orleans Parish, Louisiana, in COB 697C, folios 21-23, on April 1, 1970; the said Lake Forest, Inc. being represented herein and appearing herein through Donald E. Pate, its President, duly authorized under and by virtue of a resolution of the Board of Directors of said corporation, a certified copy of which is annexed hereto and made a part hereof:

who declared that Lake Forest, Inc. has caused certain portions of ground situated in the Third Municipal District of the City of New Orleans, in that part thereof known as Section 26, portions of Groves 80, 82, 84, 86, 88, 90, 92, 94, and 96 of the LaKratt Tract (former New Orleans Lakeshore Land Company Subdivision) to be resubdivided into one subdivision, to-wit, LAKE BULLARD SUBDIVISION, PHASE 3, as shown on a plan of same approved by the City Planning Commission on OCTOBER 2, 1984 and registered in COB 795, folio 254, Orleans Parish, and a copy of which is attached hereto and made a part hereof.

The said Lake Forest, Inc. did further declare unto me, Notary, that the said corporation is presently the owner of the following described lots in said subdivision, as shown on the aforementioned plan:

LAKE BULLARD SUBDIVISION, PHASE 3

<u>Square Number</u>	<u>Lots</u>
E	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29.
F	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29.
G	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34.
H	1, 2, 3, 4, 5, 6, 7, and 8.

The above described, enumerated and designated lots in Lake Bullard Subdivision, Phase 3 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, Lake Forest, Inc., did further declare that it does hereby place the restrictions hereinafter set forth in this act on the above designated lots in Lake Bullard Subdivision, Phase 3, which restrictions shall run with the land and shall be binding and 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 and carports. 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 no 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 not 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 lot 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 one thousand eight hundred (1,800) 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 or 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 one hundred (1,100) square feet and a minimum total floor area of two thousand one hundred (2,100) square feet. For the purpose of this provision, the phrase "floor area" is defined to exclude 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 Lake Bullard Subdivision, Phase 3, and/or by Lake Bullard Homeowner's Association, Inc.

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 as 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 2 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 six thousand seven hundred (6,700) square feet.
23. The only boats permitted to use the lake shown on the plan of resubdivision shall be sailboats, row boats, canoes and paddle boats. No motors shall be used for the propulsion of the boats listed above.

24. In addition to the covenants above and restrictions contained in Restrictions 1 through 23, Lots 1 through 12, both inclusive, of Square F, and Lots 15 through 27, both inclusive, of Square F shall have the following covenants and restrictions:
- A. No fence, wall, hedge or shrubbery, bamboo, building or accessory building (except docks or bulkheads) may be constructed on or within the rear thirty (30) feet of each lot.
- B. Permitted fences, walls, hedges or shrubbery shall not be erected or placed in the rear yard, unless same is less than five (5) feet in height and unless said fences or walls are not of a completely solid construction.
- C. All accessory buildings, including without limitation, carports and garages, must be attached to the main building. No detached accessory buildings, including without limitation, carports and garages, shall be erected, placed or permitted to remain on the lots subject to this restriction.
25. 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. There is hereby created the "Architectural Control Committee", which Committee shall be composed of three (3) natural persons of the full age of majority. The first members of said Committee are the following:
1. Donald E. Pate, 6600 Morrison Road, New Orleans, LA 70126;
  2. Donald R. Sampson, 6600 Morrison Road, New Orleans, LA 70126, and
  3. Edwin J. Conran, 6600 Morrison Road, New Orleans, LA 70126

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 of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of seventy-five (75%) percent of the lots, shall have the power through a written instrument, duly recorded in the Conveyance Office of Orleans Parish, to change the membership 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 thirty (30) days after plans and specifications have been submitted to it, approval of the Committee will not be required.

ARTICLE TWO

WHEREAS, Developer, Lake Forest, Inc., intends to create a residential community to be generally known as "Lake Bullard", which community shall be situated within the area bounded by Bullard Avenue, Berg Canal, Lake Forest Boulevard and Dwyer Road, in the Third Municipal District of the City of New Orleans;

WHEREAS, Developer intends that the said residential community shall include residential lots for sale by the Developer to the public and a lake (which lake shall hereinafter be described and referred to as "Common Properties"), which "Common Properties" shall be for the non-exclusive use and benefit of the members of Lake Bullard Homeowners' Association, Inc., a Louisiana non-profit corporation, and which "Common Properties" shall be controlled, administered and directed by the said Association; and

WHEREAS, Developer desires to provide for the preservation of values and amenities in the said residential community and for the maintenance and operation of the "Common Properties"; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the said residential community to create an association to which should be delegated and assigned, the powers and purposes of owning, operating, maintaining and administering the "Common Properties"; and administering and enforcing the restrictive covenants created in Articles One and Two hereof, and collecting and disbursing the assessments and fees hereinafter referred to; and

WHEREAS, there has been created a certain non-profit corporation under the name of Lake Bullard Homeowners' Association, Inc., by act passed before Omer F. Kuebel, Jr., Notary Public, dated November 29th, 1982,

NOW, THEREFORE, in consideration of the benefits accruing to the Lake Bullard Homeowners' Association, Inc. (hereinafter referred to as the "Association") and to the future owner or owners of the hereinafter designated lots in Lake Bullard Subdivision, Phase 3, and any additions thereto, the said Developer does hereby place the following restrictive covenants,



privileges and servitudes on all of the lots, above enumerated on Page 2 hereof, in Lake Bullard Subdivision, Phase 3, which restrictive covenants, privileges and servitudes shall run with the land and shall be binding and enure voluntarily or involuntarily to the future owners of any of the said lots or any portion thereof and their heirs, successors, executors, administrators, transferees and assigns, which restrictions, privileges and servitudes are as follows, to-wit:

- A. Every person or entity who is a record title owner of any lot bounded on the lake within Lake Bullard Subdivision, Phase 3, and more particularly, Lots 1 through 12, both inclusive, of Square F, and Lots 15 through 27, both inclusive, of Square F, shall ipso facto be a member of the "Association". Each member shall be entitled to the privileges and subject to the obligations as are more fully set out in Articles II, III, IV, V, VI, VII, and VIII, of the Articles of Incorporation of the said "Association", which Articles of Incorporation are dated November 29, 1982 and recorded in M.O.B. 2409, Folio 458, Orleans Parish.
- B. Upon failure to pay any fee or assessment referred to or provided for in Article VII of the Articles of Incorporation of the "Association" for a period of sixty (60) days after the same shall have become due, the owner of the said lot (member of the "Association"), and his family and assigns, may be excluded from all use of the "Common Properties"; and further, the said owner shall be personally liable for such fees and assessments and his lot shall be subject to a lien and encumbrance as provided for in the said Article VII of the Articles of Incorporation of the said "Association".
- C. Any notice required to be sent to any lot owner under the provisions of the Articles of Incorporation of the "Association" shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the owner of the lot in record of the Orleans Parish Assessor's Office.
- D. Deeds of Conveyance of all or any of the 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 in said subdivision.
- E. Invalidation of any one of these covenants in this Article Two by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
- F. Enforcement of these restrictive covenants in this Article Two 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 covenants and by Lake Bullard Homeowners' Association, Inc.

G. The restrictions, privileges and servitudes created in this Article Two shall be binding for a period of twenty-five (25) years from the date hereof and thereafter as long as the "Association" exists.

ARTICLE THREE

The Developer will convey the "Common Properties" to the Association not later than March 1, 1985, subject to all restrictions, servitudes, liens, encumbrances and mineral reservations existing as of said date.

The area containing the "Common Properties" is more fully shown as the "Lake" on the annexed subdivision plan of Lake Bullard Subdivision, Phase 3, subject to revision, if any, when the shoreline is established by survey.

In consideration of the conveyance of the "Common Properties" to the "Association", the "Association" shall be bound and obligated to the Developer and the members of the "Association" to maintain and operate the "Common Properties" in a clean, safe and sanitary condition.

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:

LAKE FOREST, INC.

Edwin J. Conner

BY Donald E. Pate  
Donald E. Pate, President

Donald R. Simpson

Omer F. Kuebel, Jr.  
Omer F. Kuebel, Jr., Notary  
Public