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ACT OF RESTRICTION

FILED FOR RECORD

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS
CITY OF NEW ORLEANS

MAY 29 1973

9:00 A. M.
CLERK OF COURT
PARISH OF JEFFERSON, LA.

BE IT KNOWN, on this 22 day of May, in the year of Our Lord, nineteen hundred and seventy-three, and of the Independence of the United States of America, the one hundred and ninety-seventh;

BEFORE ME, Robert P. Chatelain, a Notary Public duly commissioned and qualified in and for the City of New Orleans, Parish of Orleans, therein residing, and in the presence of the witnesses hereinafter named and under-signed, personally came and appeared:

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WOODLAKE DEVELOPMENT COMPANY, a Partnership in Commendam, organized and existing under the laws of the State of Louisiana, pursuant to the Articles of Partnership in Commendam recorded in M.O.B. 608, folio 905, Jefferson Parish, Louisiana.

which said appearer did declare as follows:

WHEREAS, Declarant is the owner of the real property described in Clause I of this declaration, and is desirous of subjecting the real property described in said Clause I to the restrictions, covenants and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each subsequent owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Woodlake Development Company hereby declares that the real property described in and referred to in Clause I hereof is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions and charges hereinafter set forth.

CLAUSE I
Property Subject to this Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants and charges set forth in the various clauses and subdivisions of the declaration is located in the Parish of Jefferson, State of Louisiana, and is more particularly described as follows, to-wit:

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- (I) Four hundred thirty-two (432) lots of ground and one (1) parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana in the City of Kenner, forming a portion of Sections 34 and 35 in Township 11 S, Range 9 E., and a portion of Sections 2 and 3 in Township 12 S, Range 9 E, in that part thereof known as WOODLAKE SUBDIVISION, SECTION 1, as shown on a plan of subdivision prepared by J.J. Krebs & Sons, Inc. dated December 4, 1972, approved by the Mayor and Board of Aldermen of the City of Kenner on December 28, 1972 as Ordinance No. 1473, recorded in COB 780, Folio 716, Jefferson Parish, Louisiana, and according to which plan said lots and parcel are designated as follows:
- ✓ Lots 1 through and including 41, Square A bounded by Woodlake Boulevard, Teton Street, Verde Street and the Jefferson Parish Protection Levee Right-of-Way.
 - ✓ Lots 1 through and including 20, Square B bounded by Woodlake Boulevard, Teton Street, Verde and Olympic Streets.
 - ✓ Lots 1 through and including 20, Square C bounded by Woodlake Boulevard, Olympic Street, Verde and Rainier Streets.
 - ✓ Lots 1 through and including 22, Square D bounded by Woodlake Boulevard, Rainier Street, Verde and Yosemite Streets.
 - ✓ Lots 1 through and including 16, Square E bounded by McKinley Street, Yosemite, Verde and Glacier Streets.
 - ✓ Lots 1 through and including 17, Square F bounded by McKinley Street, Glacier Street Verde and Guadalupe Streets.
 - ✓ Lots 1 through and including 10, Square G bounded by McKinley Street, Guadalupe Street, Sequoia and Carlsbad Streets.
 - ✓ Lots 1 through and including 14, Square H bounded by Sequoia, Guadalupe, Verde Street and Parcel "S".
 - ✓ Lots 1 through and including 27, Square J bounded Woodlake Boulevard, Platt Street, Mesa and Everglades Streets.
 - ✓ Lots 1 through and including 27, Square K bounded by Woodlake Boulevard, Everglades Street, Mesa and Shenandoah Streets.
 - ✓ Lots 1 through and including 25, Square L bounded by Woodlake Boulevard, Shenandoah Street, Mesa and Acadia Streets.
 - ✓ Lots 1 through and including 19, Square M bounded by Woodlake Boulevard, Acadia Street, Mesa and Zion Streets.
 - ✓ Lots 1 through and including 64, Square N bounded by Parcel "S", the Jefferson Parish Protection Levee Right-of-Way, Mesa Street, Zion Street, Woodlake Boulevard, Platt Street, Everglades Street and Acadia Street.
 - ✓ Lots 1 through and including 33, Square P bounded by Woodlake Boulevard, Yosemite Street, McKinley and Platt Streets.
 - ✓ Lots 1 through and including 44, Square Q bounded by Yellowstone Street, Woodlake Boulevard and Platt Street.
 - ✓ Lots 1 through and including 28, Square R bounded by the south boundary of the subdivision, Woodlake Boulevard, Yellowstone Street and Platt Streets.
- Parcel "S" bounded by Sequoia Street, Square H, Verde Street, Square A, Jefferson Parish Protection Levee Right-of-Way, Square N and Platt Street.

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CLAUSE II
General Purpose of Conditions

The real property described in Clause I hereof is subjected to the covenants, restrictions, and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between the structures; and in general to provide adequately for high quality and type of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

CLAUSE III
Restrictions

A. All lots shall be used as residential building sites. Neither the purchasers nor his successors or assigns of any lot herein shall ever use or permit to be used any house or houses erected or to be erected on said property here and above described either directly or indirectly, for trade or business of any form or for any purpose other than that of a private single family residence. No garage or carport where permitted shall be used for human habitation.

B. Construction of new buildings only shall be permitted, it being the intent of this restriction to prohibit the moving of any existing building on a lot and remodelling or converting same into a dwelling unit in this sub-division. Exclusive of basements, porches, garages, patios, breezeways, or other open or semi-open or screened enclosures, no dwelling shall have a living area of less than 2,500 square feet. Outside wall dimensions shall be used for the purpose of measurement for compliance with this restriction. No residence of an appraised cost of less than thirty-five thousand and no one hundredths (\$35,000.00) dollars (exclusive of the cost of the property) shall be erected or placed on the hereinabove described property. Should there be any question regarding the appraised cost, an appraisal shall be made by a generally recognized real estate appraiser and shall be at the expense of the owner. No other buildings may be constructed on the lot other than a detached garage, cabana or greenhouse, and said buildings may not encroach upon the minimum front, rear and side yard restrictions hereinafter described. No garage, either attached or unattached to the single family dwelling, shall exceed 800 square feet in size. No cabana or greenhouse shall exceed 300 square feet in size. No building shall exceed three stories in height.

C. No building shall be constructed on a lot of less than 9,500 square feet of land. There shall be a front, rear and two side yards on each and every lot having the following minimums: No building or structure shall be erected on the hereinabove described property closer than twenty-five (25') feet from and parallel to the front property line. The rear yard shall have a depth of not less than thirty (30') feet, and there shall be two (2) separate yards on each side of the residence having a width of not less than ten (10') feet each. There shall be no exceptions or variations to the above minimums without the express written approval of WOODLAKE DEVELOPMENT COMPANY prior to commencement of construction, and such exceptions shall only be granted on lots which are irregular in shape.

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D. No construction on any building or structure shall be commenced on the hereinabove described property without the prior written approval by WOODLAKE DEVELOPMENT COMPANY of any and all construction plans. No truck of any size shall at any time be parked, stored or repaired on the hereinabove described property. No trailer of any size, shape or model shall at any time be parked, stored or used as a residence either temporarily or permanently on the hereinabove described property. Boats may not be parked in the front or side yards of the lot at any time.

E. No horses, cattle, poultry, livestock 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.

F. A public park, club, and a marina will be permitted to be built in the areas designated on the plan of the hereinabove described property of J. J. Krebs and Sons, Inc., which plan is dated December 4, 1972.

G. The owners of lots 35, 36, 37, 38, 39, 40 and 41 in Square A, and the owners of lots 1, 2, 3, 4 and 5 in Square N as designated on the above described survey take cognizance of the fact that the proposed marina may extend into the water and along the shoreline to the rear of the above mentioned lots, and hereby agree to relinquish all rights or titles that they may have to such adjoining property and further agree not to make any claims against the building, operation and maintenance of said marina.

H. These restrictions are to run with the land any any future changes or amendments to these restrictions shall be made only with the consent and approval of not less than two-thirds (2/3) of the owners of all the lots contained in this sub-division, one owner being considered for each lot.

I. Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other restrictions which shall remain in full force and effect.

THUS DONE AND PASSED in my office in New Orleans, Louisiana, on the day, month and year hereinabove first written in the presence of the two competent witnesses who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

WOODLAKE DEVELOPMENT COMPANY

Marlene D. Sherlin
Marlene D. Sherlin

Salvatore C. Moschella
Salvatore C. Moschella

Frank D. Delery
Frank D. Delery

Charles Moschella
Charles Moschella

James H. Queyrouze
James H. Queyrouze

Clayton Borne, Jr.
Clayton Borne, Jr.

Rivers J. Marchand
Rivers J. Marchand

Ruth Fertel
Ruth Fertel,

Constituting all of the General Partners.

Robert P. Chatelain
Robert P. Chatelain, NOTARY PUBLIC.

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