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FILED FOR RECORD

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON

MAR 15 1976

8:30 A. M.
CLERK OF COURT
PARISH OF JEFFERSON, LA.

ACT OF RESTRICTIONS

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BE IT KNOWN, That on this 12th day of March, 1976:

BEFORE ME, RADER JACKSON, a Notary Public duly commissioned and qualified,
in and for the Parish and State aforesaid;

PERSONALLY CAME AND APPEARED:

WOODLAKE DEVELOPMENT COMPANY, a Partnership in Commendam created by Articles acknowledged before Mitchell W. Herzog, N.P., on March 27, 1973, recorded Jefferson Parish, Louisiana M.O.B. 608, folio 905 and C.O.B. 785, folio 672; which articles were amended by act passed before Mitchell W. Herzog, N.P., on January 14, 1974, recorded Jefferson Parish, Louisiana Partnership Book 3, folio 788 and C.O.B. 806, folio 947; which articles were amended by act passed before Claude J. Champagne, N.P., on May 1, 1974, recorded Jefferson Parish, Louisiana C.O.B. 813, folio 154; herein represented by Mr. Salvatore C. Moschella, its Managing Partner, duly authorized by authority of Article III, Section 3.3 of the Articles of Partnership.

which said appearer did declare as follows:

WHEREAS, Declarant is the owner of certain real property which is free of any restrictive covenants, 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 City of Kenner, Parish of Jefferson, State of Louisiana, and is more particularly described as follows, to-wit:

THOSE CERTAIN LOT 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 South, Range 9 East, and a

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portion of Sections 2 and 3 in Township 12 South, Range 9 East, 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 are designated as follows:

LOTS 1 through and including 27, SQUARE J, bounded by Woodlake Boulevard, Platt Street, Mesa Street and Everglades Street.

LOTS 1 through and including 27, SQUARE K, bounded by Woodlake Boulevard, Everglades Street, Mesa Street and Shenandoah Street..

LOTS 1 through and including 25, SQUARE L, bounded by Woodlake Boulevard, Shenandoah Street, Mesa Street and Acadia Street.

LOTS 1 through and including 19, SQUARE M, bounded by Woodlake Boulevard, Acadia Street, Mesa Street and Zion Street.

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.

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 building 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 subdivision. 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/100 (\$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.

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No other buildings may be constructed on the lot other than a detached garage, cabana or greenhouse. 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. Any detached garage, detached cabana or detached greenhouse shall not encroach upon the minimum front and side restriction, but may be erected up to five (5') feet of the rear property line. There shall be no exceptions or variations to the above minimums without Resolution of the Aldermen of the City of Kenner, or its successors, prior to commencement of construction, and such exceptions shall only be granted on lots which are irregular in shape.

D. 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 or 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 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 maintained 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. This clause does not create an easement or servitude over the lots above mentioned in favor of the proposed marina, this clause is only included herein for informational purposes.

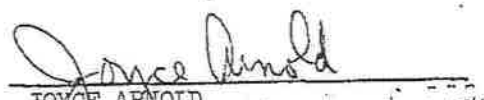
H. These restrictions are to run with the land and any future changes or amendments to these restrictions shall be made only with the consent and approval of not less than two-thirds (2/3rds) of the owners of all the lots contained in this subdivision, one owner being considered for each lot; provided that when thirty (30%) per cent of the lots in all of Woodlake Subdivision, Section 1, are sold or on or after March 12, 1977, whichever event occurs first, Woodlake Development Company, or its successors, as developer, shall have one (1) vote and only one (1) vote for purposes of amending these restrictions, regardless of the number of lots that may then be actually unsold or owned by Woodlake Development Company.

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 Jefferson Parish, 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:


NOENE S. DUCOTE


JOYCE ARNOLD

WOODLAKE DEVELOPMENT COMPANY

By: 
SALVATORE C. MOSCHELLA,
Managing Partner


RABER JACKSON, Notary Public

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