

RECEIPT FOR FILING
WILLIAM L. PRATT
Custodian of Notarial Records
for the Parish of Orleans, State of Louisiana
ROOM B-4 CIVIL COURTS BUILDING
421 LOYOLA AVE., NEW ORLEANS, LA 70112
TELEPHONE: 568-8577

Filed by: WILLIAM P. CURRY, JR.
7700 HAYNE BOULEVARD
Notary Public who passed act: NEW ORLEANS, LA 70126
(504) 241-4950

Instrument filed: Restrictions
McKendall Estates, Phase II

2000 - 270000 - 22

Registered in Conveyance Office 592-9170

Recorded in the Mortgage Office 592-9176

INSTR. NO. 200268
Instrument # CONVEYANCE OFFICE
PARISH OF ORLEANS
Book _____, Folio _____

Instrument # _____

Book _____, Folio _____

New Orleans, Louisiana

New Orleans, Louisiana

Date: 6-22-00 Ch. Pratt

Date: _____

Time: _____

ACT OF RESTRICTIONS
MCKENDALL ESTATES, PHASE II

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 twice, first 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 second to Yolanda Prado, with whom he is living and residing and with whom he is separate in property in accordance with a Marriage Contract registered in the Parish of Orleans as CO Instrument #136435, and that his present mailing address is 11279 Waverly Drive, New Orleans, Louisiana 70128; herein sometimes referred to as "Developer";

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

SIXTY FOUR CERTAIN LOTS OF GROUND, situated in Orleans Parish, Louisiana, located in the **THIRD DISTRICT** of the City of New Orleans, being a resubdivision of Lot 3RR3-B, Section 26, LaKrat Tract (former New Orleans Lakeshore Land Subdivision), into **LOTS 74-137, MCKENDALL ESTATES SUBDIVISION, PHASE II**, which parcel of ground is bounded by **BULLARD AVENUE, DWYER ROAD, JAHNCKE ROAD OR CANAL (side) and LAKE FOREST BLVD. (side)**, as per plan of survey by Dading, Marques & Associates, Inc., dated February 23, 1999, approved by the City Planning Commission under Docket No. 15/99, on June 21, 2000.

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 McKendall Estates Subdivision, Phase II, 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 McKendall Estates Subdivision, Phase II, 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 herein 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. Provided, however, that any such pool shall incorporate a drain into subsurface drainage. Back washing of pools into the adjacent ground is prohibited.
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 no 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. All vacant lots shall be cut periodically to insure that grass does not exceed eight (8") inches in height. All completed residences shall include landscaping, as approved by the "Architectural Review Committee" and shall maintain neatly cut and edged lawns. Trash, garbage or other wastes shall not be kept except in a sanitary container kept in a clean and sanitary condition as not to be visible from the street. 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, including the placing or erecting of basketball goals and/or conducting sports activities on the streets of the subdivision.
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 one hundred (2,100) 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. The exterior of all structures shall be brick veneer, stucco or synthetic stucco, the quality, design and color of which must be approved by the Architectural Review Committee, and roofing materials shall be of materials and colors that do not clash with surrounding structures, as determined by the Architectural Review Committee, all in keeping with the surrounding design and aesthetics of the subdivision.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 Review Committee" as to compliance with this act of restrictions, as provided herein.

The wrought iron fences constructed by the Developer along the rear of the subdivision adjacent to the property line of the Eastover golf course and along the front of the subdivision adjacent to Bullard Avenue shall not have gates, openings or breaks, other than for the streets of this subdivision, and any variance with this in the future shall not be permitted.

22. The initial "Architectural Review Committee" shall be composed of Alan R. McKendall, 11279 Waverly Drive, New Orleans, Louisiana 70128. Upon the sale by the developer of 75% of the lots in McKendall Estates Subdivision and McKendall Estates Subdivision, Phase II, the McKendall Estates Homeowners Association charter and By-Laws shall provide for such an "Architectural Review Committee" composed of three (3) natural persons designated by the Board of Directors of the Association. Until such time, 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 seven (7) days after plans and specifications have been submitted to it, approval of the committee will not be required.

23. 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 the Association or any person, firm or corporation who now or in the future owns any lot situated in this subdivision.
24. 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.
25. 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.
26. Invalidation of any 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.

ARTICLE TWO

The following restrictions contained in this Article Two shall amend and be in addition to those contained in Article One, but only as to LOTS 85 through 93, 110, 111, 112, 113, 128 and 129, and shall be binding on all parties and persons claiming under them:

1. 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 six hundred (2,600) 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.
2. 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 seven hundred (1,700) square feet and a minimum total floor area of three thousand (3,000) 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.
3. All roofs must have a minimum pitch of 6:12. Flat, gambrel or mansard roofs will not be allowed. Rooftop decks and balconies may be permitted by approval of the Architectural Review Committee, upon review of their effect on the roof mass and adjacent structures.
4. Roofing materials shall consist of slate, fiberglass or asphalt woodline shingles, or clay or concrete tiles, in colors that do not clash with surrounding structures, as determined by the Architectural Review Committee.
5. The minimum floor to ceiling height for the first floor shall be not less than 9 feet.
6. As to Lots 85 through 93, no building or part thereof shall be located on any lot nearer than twenty (20) feet to the rear lot line, including detached garages and detached carports. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of a building.

Cooling towers and condensers shall be visually screened from view, as approved by the Architectural Review Committee.

Fences in the rear twenty feet of these lots, whether along the side lines or the rear line, shall be a wrought iron fence compatible to the fence along the rear as maintained by the homeowners association, all as determined by the Architectural Review Committee. No other fence or structure or part thereof, shall be located on any lot nearer than twenty (20) feet from such rear lot line.

7. There is created a ten (10') foot servitude along the fence at the rear of Lots 85 through 93 for the maintenance and care of the fence along the golf course.

ARTICLE THREE

The following restrictions contained in this Article Three shall amend and be in addition to those contained in Article One, but only as to LOTS 102, 103, 120, 121, 137 and 74, and shall be binding on all parties and persons claiming under them:

1. There is created a five (5') foot servitude along the Bullard Avenue side line of each lot for the erection, maintenance and care of the fence adjacent to the Bullard Avenue right of way. No other fence or structure, or part thereof, shall be located on any of said lots nearer than five (5') feet from such side lot line.

For the purpose of this covenant, eaves, steps and open porches shall be considered as part of a structure.

ARTICLE FOUR

WHEREAS there has been created a certain non-profit corporation under the name of McKendall Estates Homeowners Association, Inc., by act passed before William P. Curry, Jr., Notary Public, dated October 7, 1998.

NOW THEREFORE, in consideration of the benefits accruing to the McKendall Estates Homeowners Association, Inc. and to the future owners of the lots in this subdivision, the Developer does hereby place the following restrictive covenants, privileges and servitudes on all of the above described lots in this subdivision.

1. The association shall maintain, repair and/or replace, as necessary, the brick and wrought iron fences along the rear of the subdivision adjacent to the property line of the Eastover golf course and along the front of the subdivision adjacent to Bullard Avenue.
2. The association shall maintain, care for and/or replace, as necessary, the landscaping, plants, trees and shrubs, along the front of the subdivision adjacent to Bullard Avenue in the area designated for landscaping on the plan of subdivision.
3. At such time as a lot owner, other than the Developer, shall initially become a member (upon purchase of a lot), he shall be responsible to pay to the Association a prorata portion of the annual assessment. The initial assessment is fixed at \$50.00 per year. The assessment may be subsequently changed by a two-thirds (2/3) vote of the total membership, except that the Board of Directors of the Association shall have the authority from time-to-time to change the then current assessment by ten (10%) percent in any given twelve month period.
4. Every person or entity who is a record title owner of any lot in McKendall Estates Subdivision, Phase II shall be a member of the corporation entitled to one vote for each lot so owned. If more than one person owns a lot, no more than one vote per lot may be cast with respect to any such lot.
5. Upon failure to pay any assessment referred to herein for a period of 30 days after written notice to the owner of record, the owner shall be personally liable for such assessment and his lot shall be subject to a lien and privilege.

6. If any owner shall fail to pay any assessment when due, the Board of Directors may, in addition to a personal action against such owner, cause to be recorded against the lot a lien and privilege which shall bear against such lot in accordance with state law. At the time a lien or suit is filed, the lot and its owner shall be liable for all costs of filing and reasonable attorney's fees.

THUS DONE AND PASSED, in my office in the City of New Orleans, State of Louisiana, on this 21st day of June , 2000, 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:

Jackie Curry

Jim Casey

Alan R. McKendall
ALAN R. MCKENDALL

MCKENDALL ESTATES HOMEOWNERS
ASSOCIATION, INC.

BY: Alan R. McKendall
ALAN R. MCKENDALL

William P. Curry, Jr.
WILLIAM P. CURRY, JR.
Notary Public